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The Solicitors' Journal

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ESTATE LATE Mrs. S. E. BODE.

We are in receipt of your letter of the 17th ultimo with the accompanying three letters, in reply to our advertisement, and again have to thank you for your assistance to us in tracing the next-of-kin of the above-named.

L. J. WILLIAMS, Assist. Trust Officer.

WILL any Solicitor or other person having in his custody any WILL of HENRY ROBERT ALFORD, late of "The Globe," Seymour-street, St. Pancras, N.W., please communicate with Hanbury, Whitting & Ingle, 62, New Broad-street, E.C.2. A statement has been made that a Will was prepared and signed in Pump-court, Temple.

ERICSON.—The KIN of NILS ERICSON, late of 38, St. Augustine's-road, Camden Town, London, N.W.1., who died there on the 31st March, 1928, are requested to apply to the TREASURY SOLICITOR (B.V.), Storey's-gate, London, S.W.1. (Estate about £220.)

SYMONS.—The KIN of AMELIA SYMONS, Spinster, late of 7, Trematon-terrace, Mutley, Plymouth, who died at the North Friary Nursing Home, Plymouth, on the 21st March, 1928, are requested to apply to the TREASURY SOLICITOR (B.V.), Storey's-gate, London, S.W.1. (Estate about £700.)

GEORGE BRUTON NEILL, deceased.—The NEXT-OF-KIN of the before-mentioned deceased, who died on the 18th June, 1928, at Birmingham, are required. Any relative or friend knowing the whereabouts of any next-of-kin are requested to COMMUNICATE immediately with "W.S.," Box 40, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LEGAL.—Will any Solicitor or other person having in his custody any testamentary document relating to ADOLPHUS HERMAN LOUIS, of Beaulieu, High Beech, Essex, and trading as Flowerdew & Co., of Temple Bar-chambers, Strand, W.C.2, please communicate immediately with Claremont Haynes & Co., of Vernon House, Bloomsbury-square, W.C.1, Solicitors.

WILL any Solicitor who or whose predecessors acted in any way in connection with the Estate of Mary Rutson, of Holloway, whose Will was proved in April, 1807, or in connection with the Estates of Francis Gigner or Elizabeth Gigner, his Wife, in 1819 or 1820, or in connection with the Estate of their daughter, Elizabeth Fortescue Gigner, or who advised a Mr. Francis Gigner in or about the years 1899 and 1900, communicate with Messrs. Pennington & Son, 64, Lincoln's Inn Fields, W.C.2. Solicitors.

VICTORIA LIMMER (widow), deceased), late of Wimbotsham, Norfolk.—Will anyone having knowledge of a Will executed by the above-named deceased lady please communicate with Reed & Wayman, Solicitors, Downham Market and Kings Lynn, Norfolk.

IF any person has knowledge of a WILL made by Mrs. O. E. SMITH, of 2, St. John's-road, N.1, will they kindly communicate with H. G. Smith, 36, Penn-street, N.1.

CHATER.—If Miss ELLEN CHATER, who resided a few years ago at Crowborough, Sussex, will COMMUNICATE with the undersigned she will hear something to her advantage arising out of a Will.—"S.," Box 598, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

MATHER to TAYLOR, married in Leytonstone district, between June, 1896 to 1900. Certificate required. Brady & Son, 42, John Dalton-street, Manchester.

CATHERINE ISABELLA HULL, deceased, late of No. 16, Wellington-square, Hastings.—Will anyone having knowledge of a Will executed by the above-named deceased lady please communicate with "C," Box 1001, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

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—The Hon. Mr. JUSTICE McCARDIE.

The Solicitors' Journal

(ESTABLISHED 1857.)

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VOL. LXXII. **Saturday, July 14, 1928.** No. 28

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Current Topics.

Super Tax.

THE ATTITUDE of the Government towards the anomaly arising from the change from super-tax to sur-tax, to which we drew attention in these columns some time ago, has caused widespread dissatisfaction. When Mr. Churchill introduced the Finance Bill in 1927 the situation seemed to have been overlooked, but the Chancellor of the Exchequer now admits that the double charge of super-tax and sur-tax was introduced with the intention of recouping the Exchequer for the loss it would sustain from the change of basis for assessment under Schedule E. A good deal of time was wasted in explaining to the House of Commons that the imposition of sur-tax for 1928-29 would not mean that all super-tax payers would be called upon to pay the two taxes in the same year. Few thinking people have suggested that. What has been taken exception to is the fact that a new tax, which may well be regarded as an additional death duty, was imposed under the cloak of simplification. That Parliament did not at the time realise that the provisions of the Finance Bill, 1927, included the imposition of an additional tax is patent. Such tactics can commend themselves to no section of the community. The British taxpayer may grumble a good deal, but he is always willing to bear his share of the country's financial burden, and he would have deprecated this additional call upon him much less had he not been forced to believe that he was the victim of a very smart Chancellor of the Exchequer. Coupled with the admission of the Attorney-General that the practice of "legislation by reference" is necessary if the legislation is to be passed through Parliament, the conduct of the case for the double charge by the Chancellor of the Exchequer tends to lead to grave misgivings on the part of the taxpayer.

Innocent Prisoners.

A NATURAL sympathy with Mrs. PACE has given rise to the suggestion that she ought to be compensated out of public money for her ordeal. The reply to this suggestion, however, when raised in the form of a question in the House of Commons, was a reference to the extreme danger of such a precedent. On occasion, compensation has been awarded to persons wrongfully convicted, as in the case of ADOLF BECK. A few years ago a Welsh solicitor (not ARMSTRONG) was tried for the murder of his wife and acquitted, and, some time before that, a youth was also tried and acquitted for the murder of a woman in Camden Town. No doubt also a large number of persons have been tried for minor felonies and acquitted, and their trials have cost them loss of money and inconvenience, and, acquittal notwithstanding, often loss of reputation, which Mrs. PACE does not appear to have suffered. Yet no compensation was given in the above cases, for it is not part of our system to give it, and every law-abiding subject must consider an indictment for murder or other offence a remote but unavoidable risk—whether insurable or not might be a nice question. In one respect, Mrs. PACE was more fortunate than most acquitted persons, for an account by her of her feelings and experiences during the trial acquired extreme journalistic value. She has, of course, a genuine grievance that the verdict of the coroner's jury, finding her guilty of poisoning her husband, remains on record, but BECK had a still greater grievance, for his conviction by a jury empanelled to try the very issue of his guilt remained after it was made clear that he was innocent, and in fact still remains. A short Act giving the Court of Criminal Appeal power upon special application to expunge such a record seems indicated. A coroner's jury, in a case short of murder, occasionally censures a named individual in connexion with a death, and perhaps something also might be devised to remove the legitimate grievance of an unfair censure. The Act, applicable to Scotland only, whereby, at long last, the case of OSCAR SLATER has been reconsidered (the Criminal Appeal (Scotland) Act, 1927) might be made applicable to England, but at present there does not appear to be any particular case in which it might be usefully invoked.

Annual Meeting of Teachers of Law.

THIS YEAR'S Annual Meeting of the Society of Public Teachers of Law was unanimously voted to be one of the most successful in the history of that growing Society. The hospitality offered by the Faculty of Law at Cambridge was handsomely generous, the general arrangements were very satisfactory, the subjects for discussion were well chosen, and the treatment of them by Professor GUTTERIDGE and Mr. ALLEN was at the same time interesting and thought-provoking. Mr. ALLEN'S subject, "Some Aspects of Administrative Law," is one of great and topical interest. This interest does not seem destined to die out in the immediate future if the report be true that the Lord Chief Justice is engaged in writing a book dealing with "the encroachments of bureaucracy." There is, of course, much to be said against such "encroachments," but when that much is being broadcast it seems to be frequently forgotten that there are real causes for them and that they will not cease by violent verbal attacks made in season and out of season. Is it not time that attention was concentrated on the root causes and an

organised effort made to treat these? As long as the present cumbersome procedure of enforcing rights against the Crown continues, and as long as there is delay and great expense in obtaining authoritative decisions on points of law, where the pecuniary interest at stake is small, it will be but natural for laymen, legislators and bureaucrats to seek some means of deciding matters in dispute speedily and cheaply.

The Lawyer's Training.

WITH EPIGRAMMATIC point, M. GIDE, the distinguished French writer, gave utterance not long ago to this dictum: "Toutes choses sont dites déjà; mais comme personne n' ecoute, il faut toujours recommencer." Like most aphoristic sayings, this of M. GIDE must not be taken too literally; but certainly, in all departments of education, the teacher discovers the necessity of recommencing again and again, not because his pupils fail to give heed to what he says, but because his audience is always changing. This is true in legal education as in everything else; and it is true not only as to those things which the pupil must learn regarding what may be called the technique of his profession, it is true likewise of what constitutes the whole scheme of his education. Time and again the law student has been counselled to lay the foundations of his knowledge broad and deep, and to regard no branch of learning as outside his province. Our old friend Counsellor PLEYDELL of SCOTT'S romance was surely right when he declared that "a lawyer without history or literature is a mechanic, a mere working mason; if he possesses some knowledge of these he may venture to call himself an architect." A fresh re-statement of this principle will be found in an interesting address delivered by Mr. J. G. ROGERS, Dean of the Law School in the University of Colorado, and printed in the latest issue of the *American Bar Association Journal*. In this lecture Dean ROGERS emphasises character and broad human understanding as well as technical equipment as essential parts of the lawyer's equipment. He suggests that in America too great prominence has been given to the private side of law practice and too little to its public side, and that the teaching has been too exclusively that of a vocation instead of a training of the mind. What is wanted, he says, is the giving to the American lawyer a broader outlook on the public side of his career—an attitude which, in his view, is given by the training which the English and French lawyer has to undergo. As an interesting and valuable protest against the school of thought—if so it can be called—which would limit the lawyer's training to the mere technicalities of the law as laid down in formal books of practice, the lecture, with its shrewd comments and advice, is timely and well worthy of study.

London Court of Arbitration.

THE LONDON Court of Arbitration, the members of which were recently entertained at luncheon by the Lord Mayor, was founded in 1892 under the name of The London Chamber of Arbitration. The Court, comprised of a joint committee of the City Corporation and the London Chamber of Commerce, and having twelve representatives from each, is designed to facilitate the settlement by arbitration of disputes of all kinds, not necessarily, as originally, commercial disputes only. The Court does not, however, sit as a tribunal, as its name might imply, but as an impartial body to appoint arbitrators and umpires at the request of parties who have a dispute, and is, therefore, of particular interest to foreigners seeking the services of an arbitrator. They can rely upon the Court selecting a man of expert knowledge of the particular trade or profession involved, and of a high standard of impartiality and integrity. The inauguration of the Court in 1892 was followed by an outburst in the Press on the probable effect the Court would have on the volume of law court work. *The Times* of the 21st November, 1892, said: "Celerity, cheapness and finality are the principal objects at which the authors of the project aim, and which they hope, perhaps with too much confidence, to secure . . . There are to be daily sittings throughout the year—an innovation which may well make the Bar tremble for the integrity of the Long Vacation, and all the proceedings are to be conducted in private." Whatever may have been the opinion of the legal profession as a whole, it is interesting to note that Mr. PENNINGTON, the then President of the Incorporated Law Society, was present at the opening luncheon, and that he expressed the view that the society considered it their duty to take part in and support the new work. The present code of arbitration rules and procedure was drafted by a Special Committee of the Federation of Chambers of Commerce of the British Empire with the assistance of Sir T. WILLES-CHITTY, K.C., and Mr. VICTOR ARONSON, a member of the Bar.

Defences Good and Bad.

ONE OF the many services that the good advocate renders to his client is to convince him when his proffered defence is hopeless. It is not, as we think Dr. JOHNSON observed, for the advocate to decide what is true or false; that, very often, he cannot know, and he must do the best he can for his client upon his instructions. But he can at least, out of his experience and knowledge, advise a defendant what are his prospects. He can, in effect, say: "If your defence is true, we will put it forward, but I warn you that it will not be believed; so for goodness sake don't insist upon it if it really isn't true!" Further, he can suggest when it is, and when it is not, wise to go into the witness-box and stand the fire of cross-examination. Sometimes a neat speech from counsel or solicitor is more effective than sworn evidence whittled or shaken by cross-examination. These reflections were prompted by a recent case in which a man of fifty-four years of age, finding himself in the dock on a charge of stealing cigarettes from an automatic machine by means of lead discs, of which a small supply were found and which he admitted he had made, pleaded that the cigarettes were for his own use only, and that it was a case of "sudden temptation." Needless to say, the magistrate instantly pointed out the futility of that defence, and fined the offender. If he had taken legal advice, the prisoner would certainly have abandoned the obviously untrue defence of sudden temptation. He might also have been enabled to put forward what was very likely true, that it had not seemed to him so criminal an act to steal from a machine, as it would be to steal from a fellow man, and that he did not realise that in tricking a piece of mechanism he was robbing the people who owned it, just as many people seem not to realise that to use an out-of-date ticket and defraud a big railway company is as fraudulent as to cheat a man out of his money. All this might have made the defendant look a little less foolish, and have mitigated his offence. It would also have spared every lawyer present from the pain—for such it really is—of seeing the possibilities of even a weak defence badly wasted.

Short Weight Fraud.

LITTLE SYMPATHY will be extended to the vendor of strawberries from a fruit-barrow in Oxford-street who was convicted at the Marylebone Petty Sessions on the 9th inst. of selling strawberries deficient in weight and fined twenty guineas with the alternative of three months' imprisonment. A number of smaller fines were inflicted on other offenders at the same sessions in respect of short weight, but the above case is an outstanding example of the systematic fraud to which an unsuspecting public is exposed by the unscrupulous greed of a certain type of vendor. One of his "pounds" of strawberries, bought on behalf of an inspector of weights and measures, was found on accurate weighing to be seven ounces short, the deficiency being due to the so-called pound weight

itself weighing only nine ounces. Many of these prosecutions are in respect of far less obvious deceit, and in many cases actual technical fraud has been held not to be wilful fraud. It is to be hoped that the apparent severity of the sentence in this case will prove a strong deterrent to others who are tempted to enrich themselves meanly at the expense of their customers. In passing, one might comment on the irritating practice adopted by some barrow-vendors of exposing to the would-be purchaser the most attractive samples of his goods while in fact supplying him from a highly inferior stock retained in the rear. This alone, in respect of unsuspecting purchasers, savours unpleasantly of fraud.

Domestic Servants and Unemployment Insurance.

THE QUESTION whether domestic servants employed in hostels or boarding houses connected with any school and subject to regulations made by the governing body of such school are insurable under the Unemployment Insurance Acts, was considered by Mr. Justice ROCHE in *Re an Application by Minot: Re Mackay, etc.* 72 SOL. J. 487. In this case the servants in question were domestic servants employed in hostels or boarding houses which were connected with or licensed by the Girls' Public Day School Trust. The keeper of the hostels was not on the staff of the Trust nor did she receive any remuneration from the Trust but was entitled to any profit derived from the hostels, being liable, however, on the other hand, for any loss resulting therefrom. Now, under the Unemployment Insurance Act, 1920, among the employments excepted by this Act is included "employment in domestic service except where the employed person is employed in any trade or business carried on for the purpose of gain," and it has been held in previous cases that domestic servants employed in the boarding-houses connected with public and private schools came within the above exception as not being "employed in any trade or business carried on for the purpose of gain." Thus, in *In re David*, 1922, 1 K.B. 172, a house butler employed by the headmaster in the school-house at Rugby School, a cook employed in one of the other boarding-houses of the school by an assistant master, and a cleaner of the school-rooms employed directly by the governing body of the school, were held not to be insurable under the Act, and in *In re North and Ingram*, 1922, 1 K.B. 189, the same exception was extended to private schools, a matron, lady house-keeper, cook, pantry-maid, dormitory-maid, and head laundry-man, employed in a private preparatory school being held not insurable. The basis of the above decisions in so far as they affected the position of domestic servants engaged in boarding-houses attached to schools may be regarded as being, that the keeping of such boarding-houses, although there may be a commercial taint attaching thereto, cannot be regarded as being essentially and in its main features a commercial business or undertaking such as is indicated in Sched. I, Pt. II, para. (*b*) of the Act. As ROCHE, J., summed the matter up in *In re David* (*ib.*, at pp. 186, 187): "A school is an organisation or an institute for the training, physical, mental, moral, of young persons. Such an institution is not . . . a trade or business carried on for the purposes of gain such as is dealt with by [para. (*b*), *supra*] . . . I think the whole school must be looked at as being one organisation with special arrangements in regard to the boarding-houses." Mr. Justice ROCHE would appear to have extended this principle in *In re Minot* to hostels controlled by educational bodies, although from the financial point of view they may be independent, and, although they may be run by a person who is not a member of the educational staff of the governing body, so long as, in the language of Mr. Justice ROCHE, in *In re Minot*, "there is such a nexus owing to the management and control imposed on the hostels by the governing body as to make it part and parcel of the educational institution with which it is connected and from which it derives its authority to take boarders."

Lord Byng as Commissioner of Police.

THE time and manner of the announcement of Lord BYNG'S appointment as Commissioner have aroused much criticism, but it is advisable to consider it on its merits. *The Times* has told us that "something—it may be called the system or the atmosphere or the tradition of the war years—is ripe for revision." The Home Secretary looks for the restoration of that confidence between the police and the public which he has been told "on both sides of the House" is lacking. All competent observers will accept the diagnosis of our leading journal, being only surprised that the disease has not reached an earlier crisis. All good citizens share the desire of the Secretary of State for a renewal of the old trusting relations between the Force and those it serves. The loss of confidence is due to a number of causes, some patent and special, as recent happenings, some more obscure and general, such as the increasing friction between that large and growing section of the public—the motorists—and the officers whose too cast-iron instructions bring them into unfriendly relations with road users. Cures have to be found, and of prime importance is the man who has to administer them. The range of choice is limited. A Commissioner might be appointed by promotion within the Metropolitan force; he would, by the very nature of things, be wedded to existing practices. A chief constable from a provincial police force might be given the office; at once he would have against him all the weight of outraged professional pride, and a passive opposition to change which would break the strongest man so selected. The decision has been taken to appoint a man who will come as one used to and expecting obedience, and therefore likely to get it even when orders run counter to feelings antagonistic to changes implying the truth of criticism whose justice is not admitted. Lord BYNG will come to his appointment with the prestige, not merely of a fine soldier, but of a distinguished peer of the realm who has held the high civilian office of Governor-General of a great Dominion. Men discontented with his decisions will find it useless to intrigue against them. It will be no use applying to this great man or that for support. The Commissioner himself will be a man of high rank, and being admittedly chosen with the concurrence of the Prime Minister, will carry more weight than any possible opponent. His subordinates will have no choice between loyal obedience and retirement, the only condition in which necessary changes can ever be successfully initiated. We believe that loyal service will largely be given; in dealing with possible recalcitrance Lord BYNG will have behind him both the Government and the public. Every course of action can only be proved by results, but a careful choice has been made, and whether Lord BYNG is answering a call to stern duty, or has been sternly called to a duty, it seems likely that he will take up his task in the right spirit, and carry it through with the unswerving devotion and energy which in the Great War won him the nation's thanks and a splendid reward.

HISTORIC LIFE OFFICE ADOPTS INSTALMENT SYSTEM.

Those who intend taking out a life assurance policy will be interested to learn that the London Assurance is now one of those life offices which have adopted the monthly instalment system of accepting premiums.

The office, as practically everyone knows, is one of the oldest and most respected, and an innovation of this kind by such an institution is sure to be much appreciated by professional men whose salaries are paid monthly, and who desire to provide for their dependents with the least possible strain.

We understand that instalments can be paid by means of a banker's order, provided by the office. Once this order is given to a bank, no further action is of course necessary on the part of the policy-holder.

The Crown in Litigation.

ONE of the recognised blots on our legal system is the handicap of the subject in civil proceedings by or against the Crown. This handicap partly arises from our general constitutional law, the most familiar example being the consequence, from the maxim that "the King can do no wrong," that an action of tort will not lie against the Crown. It is aggravated, however, by various rules of procedure, and, especially, since the great modern reforms, from the savings in the Judicature Acts in respect of Crown privilege. Two matters may be mentioned as furnishing particular grievance, namely, the one-sided rule that shields the Crown from "discovery," while allowing it the fullest license to probe all the weak points of its subject opponent's case by means of all the usual orders for discovery, inspection, and interrogatories, and the old common-law rule that the litigant successful against the Crown must nevertheless pay his own costs. A further handicap is that the archaic processes of the Crown, familiar to its lawyers, such as English and Latin informations, proceedings on intrusion and the like, are very unfamiliar to the ordinary practitioner, who is almost in the position of an amateur against a professional in such matters. Even a petition of right, the subject of fairly modern statutes, is not an easy document to settle. In the words of Mr. G. S. ROBERTSON ("Civil Proceedings by and against the Crown," Preface, p. vi), "though prerogative practice has progressed, it still remains, for many purposes, in the condition in which the general practice of the courts was before the Judicature Acts and Rules, and this fact presents a difficulty to an author who was not nurtured on the Common Law Procedure Acts." The difficulty, of course, extends to any practising barrister or solicitor who does not enjoy a Crown appointment.

In 1921 Lord BIRKENHEAD, as Lord Chancellor, appointed an exceptionally strong legal committee to consider and report on the matter. Their labours occupied no less than six years, but in the meanwhile they had been in communication with no less than twenty-one Government departments, and they made their report in the practical form of a Crown Proceedings Bill.

This Bill, probably because the committee sought, if not the active assistance, at least the tolerance of the various Government departments concerned, does not entirely remove the subject's handicap in litigation with the Crown, but it certainly much lessens it. From the nature of things, it is hardly possible to remove it altogether, and the extreme importance of secrecy in the case of certain State documents must continue to be respected. Here two methods are possible in reconciling the subject's claim to justice with the non-disclosure of confidential documents. One is to leave the issue of disclosure or non-disclosure in official hands. The other is to leave it to the judge. The first is our present method, and is preserved by s. 20 (3) of the proposed Bill. The second is to require Crown officials to lay all relevant documents before the judge, who himself makes the discrimination. Any suggestion for reform of this kind would probably set all the departments in hostility, and the Committee, seeking to frame a Bill which could be accepted without much opposition on its main points, has not ventured on it. Nevertheless, the observation may respectfully be made that, whether the subject receives justice or otherwise from Crown officials—anxious, no doubt, to do right, but also anxious that the action which they are promoting or defending shall not result in their defeat—he will be more assured of it in his mind if the discrimination is made, not by the Crown official desiring to defeat him, but by the judge himself. This appears to be the rule in Scotland and Australia, and it may be added that the possibility of an English judge wrongfully revealing a confidential State document ought not to be considered by our Legislature. Section 20 (7) of the Bill requires a "Secretary of State, or other Minister of the Crown, or the permanent or acting head of the Government department" to sign any certificate as to the confidential nature of a document, but it would certainly require a very strong Minister to disregard not only the attitude of his permanent officials but the considered decision of their legal advisers. For a recent discussion of the present law and practice, in which the chief authorities are quoted, reference may be made to *Re La Société les Affréteurs Réunis and The Shipping Controller*, 1921, 3 K.B. 1.

The new Bill provides that, with certain savings "the Crown shall, notwithstanding any rule of law to the contrary, be liable in tort" (s. 11 (1)). This would over-rule the old cases of *Viscount Canterbury* v. *A.-G.*, 1842, 1 Ph. 306 (a claim by the Speaker for the time being against the Department of Woods and Forests for negligence in respect of the burning of the Houses of Parliament), *Tobin* v. *R.*, 1864, 16 C.B.N.S. 310, and *Feather* v. *R.*, 1865, 6 B. & S. 257.

In respect of costs, the hardship to the subject successful in litigation against the Crown in having to pay costs in establishing a claim wrongfully denied, or resisting one wrongfully made, is hardly offset by the converse proposition that it is beneath the Crown's dignity to ask for costs on victory. As to this, perhaps the words of DARLING, J., may be quoted in *R.* v. *Special Commissioners*, 1920, 1 K.B. 26, at p. 44: "I find many cases in the books where people in the position of the Special Commissioners have received costs, and when their dignity does not seem to have prevented their receiving costs. When necessary they rely on the prerogative of the Crown in order to escape paying costs, but they are content to forget their dignity occasionally when it is a question of receiving costs." In revenue cases lately, perhaps there has been more elasticity in the matter of costs than there used to be. The old rule nevertheless is unfair, and s. 17 of the Bill provides that, with certain savings, costs in Crown proceedings shall be in the discretion of the court or arbitrator, to be exercised in the same manner and on the same principles as in cases between subjects, and the court or arbitrator shall have power to make orders accordingly.

Certain Crown proceedings are now possible in the county court—s. 34 of the Charitable Trusts Act, 1853, and s. 10 (5) of the Finance Act, 1894, may be cited in respect of charities and estate duties respectively—but, speaking generally, there is no facility for litigation with the Crown in small matters otherwise than in the High Court, and in fact the Crown can even require proceedings between subjects originated in a county court to be transferred to the High Court if the Crown appears to be interested in the result, as in *Stanley* v. *Wild*, 1900, 1 Q.B. 256. The Crown deals with the highest and the lowest, and the absence of county court jurisdiction is a handicap to the latter. This handicap would be removed by s. 2 of the proposed Bill.

In respect of a recent letter to *The Times* dealing with the interest of the shipping community in reform, it may be of interest to note that s. 12 of the Bill assimilates the ordinary law as to salvage between subject and subject to that between Crown and subject, and a similar limitation of liability in respect of collisions, etc., is provided by ss. 13 and 14.

The report of the Committee, with the Bill as an appendix, was presented over a year ago, without result. The need for reform is so manifest that Sir THOMAS HUGHES, as chairman of the Bar Council, and Mr. CECIL COWARD, as President of The Law Society, representing each branch of the profession, have in a letter to *The Times* taken the unusual course of urging that the Bill should be presented without delay. The Attorney-General, however, has stated in an answer in the House of Commons that the Government has no intention of taking this course, partly on the ground that the Bill is "contentious."

In the sense that it would divide members of Parliament on party lines it certainly is not so. In the sense that certain

officials might put pressure on their Parliamentary chiefs to resist it, it may be. But if this is the case, so far from being an excuse for the Government's inaction, it is a reason for expediting the reform. The justice of it is practically not open to question, and the excuse that the Government has no time to remedy injustice ought not to be readily accepted.

The Organisation of a Solicitor's Office.

(*Continued from p.* 445.)

III.

Insurance of Staff.

How many solicitors are there in the country to-day who have commended unreservedly the principle of superannuation and pensions, especially in the case of persons who have rendered good service to the community in general or the particular concerns with which they are connected? If, therefore, superannuation is to be regarded as a legitimate right of a certain class of worker, why should not a good and reliable clerk be assisted by means of an endowment policy, particularly when he or she has reached a scale of remuneration which does not readily permit of any substantial increase?

If this matter is approached on the basis of a twenty-five years' endowment policy for (say) £500, the premium is not prohibitive, and it affords untold encouragement to the clerk concerned. Moreover, it does not necessitate continuing to pay the premium after the clerk may have left, and if there should be any breakdown in health the advantages are too obvious to need emphasis.

Reception of Clients.

This is a very vital matter, though its importance is often overlooked. How often does one go into a solicitor's office and receive little or no consideration and attention? When one of the junior clerks does see his or her way to take one's name, is there not often a feeling in a certain type of office that one ought to apologise for having presumed to enter the portal! During the tedium of a long wait, there is rarely a really comfortable chair, and something of interest to read if one so desires, and yet—why not? The modern and up-to-date medical practitioner sees that his waiting room is a genial and comfortable place, and that there is the wherewithal with which to while away five or ten minutes. Surely something better in this respect could be done in the average solicitor's office, and in considering the question of general organisation this vital matter should not be overlooked, and the juniors should be made to appreciate the importance of attending promptly and courteously to clients.

A permanent record should be kept of all persons who call, but care should be taken to ensure that there is not an undue interrogation as to the business of callers by junior clerks, who should be told to consult one of the seniors in all cases of difficulty.

Offices.

Considerations of finance enter very considerably into the question of the selection of a convenient suite of offices. Until such time as a practice is firmly established and correspondingly remunerative the solicitor or solicitors concerned may have to be content with accommodation of a limited and inadequate nature.

The arrangement and allocation of the rooms, however, are matters of considerable importance from an organisation point of view, as effective supervision can only be obtained in many cases by the judicious placing of a senior clerk in some detached corner of a general office.

A few observations are submitted, however, as regards the appearance and *tout ensemble* of the solicitor's private office, where an extraordinary disregard for personal comfort and a complete indifference to the personal impressions of the client are frequently very marked.

It is surprising how many educated professional men spend the greater part of their working life in a kind of legal lumber room. Surely the work of a solicitor embraces sufficient worry and fatigue without adding to this a studied disregard for all that can contribute to soothe the nerves and rest the eyes. Moreover, there is little doubt that the immediate surroundings of a man's daily life act and re-act on the tone of his mind, and nothing can be more depressing than an uncarpeted floor, a barely furnished room, insufficient space, dusty walls, the perpetual presence of a disordered mass of old papers, an insufficiency of light and a total absence of anything that can please the eye, and yet many of these characteristics may be observed in the offices of numerous practitioners, and they have more to answer for in the shape of flagging spirits and indifferent health than the occupants of such offices realise.

It is not suggested that a solicitor's office should be converted into a picture gallery or a drawing room, or that a young practitioner, irrespective of the limits of his connexion or means, should provide himself with a handsome office and costly furniture. Money may, no doubt, be expended to a considerable extent, but—except in the matter of cubic space, which represents rent—it has comparatively little to do with most of the accessories which are advisable. In many offices the application of a moderate quantity of paint and soap and water, a more habitual resource to the domestic duster, and a systematic arrangement of papers elsewhere than in a congested heap on the solicitor's own table would effect, in conjunction with one or two cheery pictures, a surprising revolution in point of cheerfulness and comfort. All else may be left to individual taste and means.

Before leaving the subject of offices, the writer would like to emphasise the great advantage—in the case of a single practitioner—of having a spare room available as an alternative rendezvous in which to interview clients. A busy solicitor must often be prepared to be in personal touch with, and supervise the matters of, two or three clients at the same time, which can often be done if he can see one set of clients in his own room, another client in an independent private room and, if need be, a third in one of the general offices. After all, there are many matters with respect to which the client is quite satisfied if he can have two or three minutes' talk with his solicitor, and if this can be fitted in within the precincts of a private room he will then be quite willing for a responsible clerk to take more specific details and carry on with the matter.

Devolution of Responsibility.

A perusal of the interesting and exhaustive articles by Mr. E. F. Turner on this subject, which appeared in THE SOLICITORS' JOURNAL over forty years ago, recalls the importance of delegating as much responsibility to the staff as is reasonably practicable.

As Mr. TURNER stated as long ago as 1884, some solicitors make the mistake of leaving too little to be done by their clerks, whereas some go the other extreme and delegate too much to them. As regards the former, the fault is not necessarily due to the employment of too few clerks, as a solicitor may have quite sufficient staff for the proper working of his business and yet do many things himself which might with greater advantage be left to subordinates. To quote Mr. TURNER again and to emphasise how history repeats itself generation by generation—instances may be met with any day of solicitors who, with a very competent and sufficient staff, nevertheless fidget and worry themselves over petty details and whose time and talent might be infinitely better and more profitably employed in higher and more professional duties. This inability to view the true proportions of labour has the invariable effect of subordinating the major to the minor. It produces the type of solicitor who is always behindhand in his work if he has any quantity of it worth speaking

of, and who may generally be found in a state of nervous irritation, to the extreme discomfort of himself and all about him. The accumulation of arrears results in the establishment of a reputation, must injurious to a practitioner, of having too much to do, or the reputation, still more injurious, of neglecting his business.

It is realised, of course, that a solicitor carries on his practice under heavy legal responsibilities, and that if, for example, he should send a clerk to make an important search and a vital entry should be overlooked, the luckless principal might be subjected to both censure and loss. On the other hand, it is of little use insisting that one's youngster should not go into water until he can swim, and nothing engenders confidence and efficiency more than opportunities to deal with work at first hand.

There is, of course, the converse evil of the leaving of too much to be done by the clerks, and in some offices clerks deal habitually with matters which are really beyond their knowledge and experience without any effective check or supervision.

In considering the happy medium, the over-riding principle should be laid down that a solicitor should arrange his work so as to permit to the largest possible extent of his being personally accessible to his clients. Conversely, clerks should not come into too frequent contact with clients except as regards matters of routine or of an incidental nature. After all, if a client comes to see his solicitor and is usually compelled to interview his clerk, even though the latter may be perfectly able to do what is necessary, the legal rose by any other name does not usually smell as sweet to the client, who is apt to engender a sense of being slighted, which may grow into a belief that his interests will be better served by some other practitioner who will see him personally more frequently.

(To be continued.)

A Conveyancer's Diary.

Meaning of Trust for Sale: *Re Norton*, **1928, W.N. 186.**

In *Re Norton*, 1928, W.N. 187, Romer, J., was asked to decide whether land, in the circumstances, was "settled land" or land held upon "trust for sale." The land, immediately before 1926, stood limited, under a settlement dated in 1894 (as affected by subsequent instruments), to the use of N for life, and thereafter, subject to certain jointure rent-charges and portions charged thereon and subject also to a legal term of years limited to secure the portions, to the use of certain trustees upon trust for sale. Thus, on 1st January, 1926, the legal estate in the land became vested in N in fee simple, while the trustees of the 1894 settlement were the trustees of the settlement for the purposes of the S.L.A., 1925. A vesting deed was executed in favour of N, whereby the legal portions term was converted into an equitable term: S.L.A., 1925, 2nd Sched., para. 1 (6); *Re Parker*, 1928, Ch. 247.

When N died in 1926 probate limited to the settled land was granted to the trustees of the compound settlement as his special representatives on the footing that the land did not become subject to "a trust for sale," but continued to be settled land after N's death.

Land not held upon trust for sale, which has been subject to a settlement, is deemed to remain and be settled land so long as any limitation, charge or power of charging under the settlement subsists: S.L.A., 1925, s. 3. Thus, unless it could be established that the land had become subject to a "trust for sale" within s. 3, *supra*, the land in *Re Norton* remained settled land after N's death. There thus arose for consideration the meaning of "trust for sale" in s. 3. This meaning had been recently considered by the court in *Re Parker*, *supra* (discussed in 71 Sol. J., 975; 72 Sol. J., 232), in which Romer, J., took a different view from that adopted by Tomlin, J., in *Re Leigh*, 1926, Ch. 852. According to Tomlin, J., there was not a binding trust for sale if there were any interests in the land having priority to the estate of the trustees which could not be overreached by them. We suggested (*ante*, p. 233) that the correct interpretation to put on *Re Parker* was "that there is only a trust for sale for the purposes of the S.L.A., 1925, when the whole legal estate, the subject of the settlement of the land, is vested in trustees for sale." In *Re Parker* there was a legal portions term outstanding; hence there was no binding trust for sale affecting the land; the following observation reported to have been made by the court in *Re Norton*, viz., "The reason why the land in question in that case was held to be settled land was because there was outstanding in certain trustees a legal estate for a term of years," bears out our suggestion, *supra*.

Now, in *Re Norton*, although there was no legal estate in the land outstanding immediately before the death of N, the trustees for sale were not after N's death entitled to call for a transfer of the legal estate which had been vested in N; for S.L.A., 1925, s. 7 (5), only gives to trustees for sale a right to call for a conveyance of the legal estate where they are "absolutely entitled to the settled land . . . free from all limitations powers and charges taking effect under the settlement." Accordingly the land, it was held, continued to be settled land, and the persons who, as trustees under an instrument of 1911, had been given all the powers of a tenant for life under the S.L. Acts, 1882-1890, were the persons who, by virtue of s. 23 of the S.L.A., 1925, had now the powers of a tenant for life. As such statutory owners they were entitled to call for a vesting assent of the legal estate from the special personal representatives.

Now it was argued that when the legal estate had been vested in the trustees as statutory owners they would hold it upon trust for sale and that the settlement would thereby determine. The report states that the learned judge "did not accede to that contention," but no reason is given for the decision on that point. The reason may be that there were limitations in equity having priority to the trust for sale and so not overreachable under the trust for sale. If that was so, then, it seems, that *Re Leigh* still stands, that if the trust for sale does not bind all interests (legal or equitable) in the land so as to overreach them, there is no binding trust for sale in the sense which those words usually bear in the new Acts.

In the absence of a fuller report of *Re Norton* it is difficult to gauge its full implication; the reasons for the decision may only appear from the further consideration of s. 7 (5).

It may well be that this sub-section ought to have been amended to come into line with the other sections when the Act of 1926 was passed.

Landlord and Tenant Notebook.

Claim for Compensation for Disturbance by Joint Tenant.

An omission in the drafting of the Agricultural Holdings Act, 1923, appears to be revealed by the case of *Howson* v. *Buxton*, 66 L.J. 9; which was recently before the Court of Appeal.

In that case an agricultural holding was let to the respondent Buxton and to one Walker as joint tenants, for the term of one year from the 25th March, 1918 and so on, from year to year, determinable by six months' notice in writing given on or before the 29th September in any year. Walker had originally been the sole tenant, and on the expiry of the term originally granted to him had received from Buxton tenant-right compensation. The respondent Buxton was the real tenant. Walker, who did not even reside on the premises, having become a joint tenant with him merely as a surety, at the request of the landlord. Subsequently in February, 1924, Walker alone gave notice to quit on the 25th March, 1925. Thereupon in March, 1924, the landlords

gave both Buxton and Walker a notice to quit, alleging that the notice was given on the ground that the tenants were not cultivating the farm according to the rules of good husbandry, the intention of the landlords apparently being to defeat in this name any claim for compensation for disturbance, cf., 5, 12 (1) (*a*), of the Agricultural Holdings Act, 1923.

Subsequently on the 3rd January, 1925, a claim for compensation for disturbance was made by Buxton, on behalf of himself and Walker.

Two questions of law accordingly arose for consideration, viz., whether the right of the tenant Buxton by reason of the notice to quit, served on the landlord by his co-tenant; and secondly whether in any event the tenant Buxton was entitled to claim compensation for disturbance, by reason of the fact that his co-tenant was not a party to the claim.

As regards the first question it is important to note that in order to claim compensation for disturbance to show *inter alia*, that the tenancy terminated by reason of a notice to quit *given by the landlord*, and further that it was in consequence of such notice the tenant quitted the holding, cf., s. 12 (1) of the Agricultural Holdings Act, 1923, so that if the tenancy terminated by reason of a notice to quit given by the tenant, no claim for compensation for disturbance could be effectually made.

The Court of Appeal, however, took the view that one joint tenant could not terminate the tenancy without the authority of the other, and that accordingly the notice to quit given by Walker was ineffectual and was at any rate, not binding on his co-tenant Buxton. Taken as a general proposition the above principle would appear to be too wide, cf., for example, *Doe* v. *Summersett*, 1 B. & Ad. 135, but the facts in *Howson* v. *Buxton* would appear to have been similar to those in *In re Viola's Lease; Humphrey* v. *Stenbery*, 1909, 1 Ch. 244. In that case the lease contained a proviso enabling the "lessees" to determine the lease by notice, and it was held by Warrington, J., that a notice given by one of the lessors, was insufficient, in the absence of evidence of authority from the co-lessee to give such notice, or of circumstances from which the court could infer such authority.

As regards the second question in *Howson* v. *Buxton*, it is a condition precedent to claiming compensation that notice in writing of intention to make a claim for compensation should have been given to the landlord by the "tenant" not less than one month before the termination of the tenancy, cf., s. 12 (7) of the Agricultural Holdings Act, 1923. "Tenant" is defined in s. 57 (1) of the Act, but that definition, it will be observed, when read in conjunction with s. 12 (7), does not throw any light on the position where there are joint tenants, and notice claiming compensation is served by only one of them. The opinion expressed by the Court of Appeal, however, was that a notice by one of several co-tenants would be sufficient to entitle that co-tenant to claim compensation for any loss of the kind contemplated by s. 12, that he may have suffered.

Our County Court Letter.

RESCISSION AND RECOVERY OF DEPOSIT.

THE conditions under which the above may be ordered were considered in *Bernard* v. *Williams*, 44 T.L.R. 437. The plaintiff had agreed on 29th October to take a lease from the defendant of an old mansion and its grounds, for the purpose of establishing a garage business and petrol pump station. The plaintiff paid £50 as a deposit, being part of the premium of £150, and possession was to be given on or about 6th December. The defendant undertook to remove the hedge and trees, and to lay concrete in front of the house, and it was estimated that this would take at least a fortnight. In consideration of the defendant's undertaking to start this work at once, the plaintiff paid another £50 on account of the premium, and extended the time for completion to 15th December. The plaintiff wrote on 22nd November, complaining of the delay in carrying out the alterations, and the loss of Christmas trade which would result. The defendant's agent replied that if the lease were signed the work would be undertaken at once, but the plaintiff's solicitor pointed out that the second £50 was paid to expedite the work, which would have to be completed before the lease was signed. It became obvious on 10th December that the work could not be done by the extended date, and the plaintiff accordingly claimed the return of the £100, on the ground that the consideration had failed. The county court judge at Croydon held that time was not of the essence of the contract, and that it was not a condition that the work should be done by a particular date. The plaintiff was therefore, not entitled to rescind on account of the impossibility of the completion of the work in the stated time, and judgment was given for the defendant.

The Divisional Court reversed this decision, on the ground that the county court judge had stated the law too strongly, in holding that time had never been treated as of the essence of the contract unless it was made so in the clearest terms. Mr. Justice SALTER conceded that equity will enforce a contract, although its performance at the stipulated time has become impossible. The learned judge pointed out, however, that if there is anything in the contract, or in the circumstances, which shows that there was real importance in the time fixed, and that one party made the stipulation not as a formality, but meaning to bind the other—then specific performance will be refused, if the party claiming it knew of the special circumstances. On the facts of the above case the defendant knew that it was important for the plaintiff to get possession not later than 15th December, and for the work to be finished by that date. The court also held that even when time was not originally of the essence of the contract, it may be made so by a later notice, either before or after the original date for completion, if the time allowed is reasonable. The result was that on 10th December the plaintiff was entitled to treat the contract as at an end, and judgment was therefore, given in her favour.

The reasonableness of a notice to make time of the essence of the contract had previously been considered in *Crawford* v. *Toogood*, 13 Ch. D. 153. The plaintiff had given notice to the defendant, his lessor, of an intention to exercise an option to purchase the demised property. The matter was neglected for eighteen months, at the end of which period the defendant gave notice that completion must take place in five weeks' time, or the contract would be rescinded, and time was to be deemed of the essence of the contract. Mr. Justice FRY held, that the notice fixed an unreasonably short time for completion, and was invalid, and he therefore decreed specific performance.

The House of Lords held, in *Stickney* v. *Keeble*, 1915, A.C. 386, that the equitable doctrine that time was not to be regarded as of the essence of the contract had no application where a vendor had unnecessarily delayed completion, and the purchaser had served a reasonable notice of a period, at the expiration of which he would treat the contract as at an end.

HOSPITALS AND THE MIDDLE CLASSES.

It is understood that the Pay-Bed Committee of King Edward's Hospital Fund for London, appointed last year, will shortly issue its report on hospital accommodation for the professional and middle classes. The committee suffered a serious loss in the death of its chairman, Lord Hambleden, who, owing to his last illness, was unable to attend the deliberative meetings, though he had presided at the meetings when evidence was taken.

We understand that the committee have devoted special attention to the question of voluntary insurance schemes, whereby the middle classes will be assisted to provide, in advance, for the expense of illness or operations in paying wards.

Practice Notes.

CRUELTY TO ANIMALS.

THE necessity for a criminal intention, as an ingredient of the above offence, was considered in the case of *Martin* v. *Poulton* at the last Birmingham Quarter Sessions. The complainant was an Inspector of the Royal Society for the Prevention of Cruelty to Animals, and the prosecution before the magistrates had resulted in the defendant being sentenced to one month's hard labour for cruelty to a dog, under the Protection of Animals Act, 1911, s. 1. On appeal the evidence for the respondent was to the effect that the cruelty had occurred in a shop kept by the appellant's mother. The dog, owned by a neighbour, had entered the shop while fast to bitch, owned by the appellant's mother, and the appellant had then struck the dog violently on the head several times with a broom. The dog received such severe injuries to the skull that it had to be destroyed. The appellant's case had been that the dog was injured by a falling mineral water case, and that he himself, being a dwarf, could not have struck the dog with the broom from behind the counter. The learned Recorder, Sir HENRY MADDOCKS, K.C., viewed the premises, and later gave judgment on a submission that there was no case to answer. He held that there had been no wanton cruelty, as with a dog and a bitch in that unpleasant situation, the appellant was justified in using sufficient force to prevent intrusion into the dwelling-house. There was an unforeseen injury which had not been contemplated, and the appellant might have hit his mother's animal. In some cases there was a necessity for pain, and it had been held in *Ford* v. *Wiley*, 23 Q.B.D. 203, that this was not cruelty. A blow alighting on a moving animal was not intentional, but it was held in *Duncan* v. *Pope*, 63 J.P. 217, that under the Act of 1849 the question was not as to intention, but whether there was cruelty in fact. A four-foot man, however, had no purchase to swing a broom in the manner alleged, and where an excess of violence was alleged it was necessary to construe a penal statute strictly. He took the view that the injuries were mostly accidental, and therefore allowed the appeal, without costs, as the magistrates had not been asked to view the shop. The learned Recorder agreed to state a case.

Correspondence.

Legal Aid for Poor Persons.

Sir,—I am aware that the best form of giving legal help to the poor is not one on which all solicitors are agreed, and the use of the expression "legal hospital" is like a red rag to a bull to some.

At the same time, while we have Bills passed with the careless drafting that seems to be the present fashion, I think we must admit that, although the Poor Persons Department of the Law Society does excellent work in High Court cases (80 per cent. of them being divorce cases), the wants of the poor in the county court and the police court are somewhat neglected.

As the outcome of a paper I read at The Law Society in 1923 on the subject of "The Poor and the Law," there was formed the Society of Our Lady of Good Counsel, which gives legal help to all, irrespective of creed, and I am forwarding with this an invitation for one of your representatives to attend the meeting.

The subject may not seem to you worthy of a report, but I feel sure that you will consider the subject is worthy of attention, and perhaps of some note.

Although I have had a little to do with the inception of the movement, no one knows better than myself what need there is for still greater improvements in the work, and I can assure you that whilst those connected with the Society will be most grateful for any kindly word that may be given to the efforts of those helping the Society, they will not be unappreciative of criticism directed to improve the means of carrying out the objects which we have at heart.

Strand, W.C.2, 3rd July. P. HARRINGTON EDWARDS.

Revenue Laws of Foreign Countries.

Sir,—In your note on this subject in your issue of the 7th July, you called attention to the decisions which emphasise the recognised principle of law that our courts will not enforce the revenue laws of a foreign country, which for this purpose includes colonies and protectorates. You do not call attention to the fact that an attempt is now being made to alter this salutary principle. The Administration of Justice Bill, which has been passed by the House of Lords and introduced in the Commons, provides, by cl. 16, that, subject to certain conditions revenue judgments from any of the dominions may be enforced in this country. The objections to this are obvious, and it is to be hoped that the provision will not become law.

Yours faithfully,

London, E.C.2. 9th July. GODDEN, HOLME & WARD.

[Your correspondent is thanked for drawing attention to the proposal in cl. 16 of the Administration of Justice Bill—just through the Lords—to give power to the courts of this country to enforce orders or judgments in revenue proceedings made in any part of His Majesty's Dominions, if there are reciprocal enactments. No doubt the proposal conflicts with what has been a generally accepted principle of private international law, but from a practical point of view there does not appear to be any sound reason why the revenue orders or judgments of other parts of the Empire should not be enforced in this country and *vice versa*. On the contrary, the burdens of taxation would necessarily be lightened, somewhat, if such a practice was introduced.—YOUR CONTRIBUTOR.]

Points in Practice, No. 1320—Husband and Wife.

Sir,—With all respect, has not the point been overlooked which settled the question in this case at the time of the purchase of the leasehold house twenty years ago. There is the equitable presumption of advancement in favour of a wife or a child by the husband or father unless there are facts to rebut that presumption. Here the question does not suggest any fact which rebuts the presumption, and accordingly it would seem that the property became the wife's at that time and therefore passed under her will because of the doctrine of advancement.

10th July. B. R. & F.

[The point of the answer was that the husband could give good title, even were the presumption rebutted, for he would be estopped from setting up any title in himself adverse to the one he offered.—YOUR CONTRIBUTOR.]

TEMPERANCE PERMANENT BUILDING SOCIETY.

The payment on the 30th ult. of dividends and interest exceeding the sum of £63,000 by the Temperance Permanent Building Society draws special attention to this society, which we are informed now has upwards of £3,000,000 out on mortgage, whilst a fund of £100,000 is immediately available for loans on house property. We understand that the advances made this year considerably exceed the amount lent during the corresponding period of last year, in itself an invaluable contribution to the housing problem.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. No responsibility is accepted for the accuracy or otherwise of the replies given.

Voluntary Settlement of Reversion in Personalty, Reserving Life Interest to Settlor—Stamp—F.A. (1909-1910) 1910, s. 74.

Q. 1323. Certain funds are vested in the trustees of a will upon trust to pay the income thereof to A for life, and after her death in trust for B absolutely. B has made a settlement of her reversionary interest in the funds by assigning the same to trustees upon trust (after the death of A) to pay the income to B for life and after her death in trust for the children of B. The authorities claim voluntary disposition duty at 1 per cent. on the total value of the funds (less an allowance for A's life interest). We have suggested that either the deed should be stamped with 5s. per cent. settlement duty, or, if the 1 per cent. duty is payable, an allowance should be made for the value of the life interest of B. The authorities, however, maintain that the 1 per cent. duty is assessable under s. 74 (1) and (4) of the Finance (1909-10) Act 1910 on the value of the property which is conveyed or transferred and not on the quantum of benefit conferred on the volunteers. Kindly state your opinion.

A. It may seem surprising that this problem, which must be of frequent occurrence, has not been the subject of express decision. A similar point, however, was raised by Lord Cave in *Baker* v. *I.R. Commissioners*, 1924, A.C. 270, see p. 277, but not decided, for it was there conceded by the Solicitor-General "without prejudice." In *Westmoreland* v. *Commissioners*, 1928, 1 K.B. 703, the deduction of the life interest of the settlor again appears to have been conceded. If a vendor sells land reserving a life interest, the purchase money is paid and the conveyance of course therefore stamped on the value of the reversion, and the opinion here given is that the revenue authorities are wrong in claiming on the value of B's reversionary life interest, the benefit of which remains where it was. The duty should be on the reversion, subject to that life interest, but it is clearly payable at £1 per cent. under sub-s. (4), if the settlement is not on marriage.

Mortgage—Reconveyance—Costs: Notice to Pay Off—Interest in lieu.

Q. 1324. Is a charge of eight guineas for endorsing the receipt on a mortgage for £800, and for the necessary attendances on the mortgagee, and at the completion of a sale, excessive? Are informal conversations or letters between mortgagor and mortgagee as to the intention of the former to sell the mortgaged property, coupled with an enquiry as to whether the mortgage could be transferred to another property which the mortgagor proposed to buy, sufficient notice of intention to pay off?

A. The proposed charge certainly appears excessive. The costs are regulated by the General Order of August, 1882, made under the Solicitors Remuneration Act, 1881, cl. 2 (*c*) (that is to say, under Sched. II), as amended by the Solicitors Remuneration Act General Orders of 1919 and 1920 (relating respectively to the 33⅓ per cent. increase and detailed bills). A detailed bill should be demanded, and, if thought necessary, taxed, before or after payment.

When the legal period of redemption is passed, as a rule of practice, a mortgagor wishing to redeem must give six calendar months' previous written notice or pay six months' interest in lieu (*Smith* v. *Smith*, 1891, 3 Ch. 550), unless the mortgagee is in possession (*Bovill* v. *Endle*, 1896, 1 Ch. 648), or has taken other steps to enforce his security (*Prescott* v. *Phipps*, 1883, 23 Ch. D. 372). The informal discussions between mortgagor and mortgagee, written or otherwise, even if six months old, would not amount to such a notice. This rule of practice is based on the possibility of the mortgagee having difficulty in finding a new security, but is not affected by the existence of a suitable new security. If there is likely to be long delay in completion, give the notice now. No action to recover the interest paid in lieu of notice (which appears properly demanded) could be sustained. A trustee mortgagee is not justified in making concessions as to interest.

Restrictive Covenants—Building Estate—Waiver by Original Vendor—Enforcement by Purchasers *inter se.*

Q. 1325. A is the tenant for life of family estates in N, portions of which have from time to time been sold off to various purchasers for building, etc. In all the conveyances an unconditional restrictive covenant has been inserted to the effect that the land should not be used for the purposes of a working men's club. B purchased part of the land from one of A's successors in title, and is erecting a building on the land purchased by him which is intended to be used as a labour club. C and D are owners of an adjoining piece of land formerly forming part of A's family estates. C and D object to B using the land and the building to be erected thereon for the purposes of a club. B's solicitor states that he has been in communication with A asking for his special permission to erect a labour club on the land, and that A's solicitors have replied that there must be some misapprehension in supposing that A's permission is necessary before a club can be erected. B's solicitors contend that this letter amounts to a waiver of the restrictive covenant imposed by A. He also mentions that another club was, some two or three years ago, erected on other land purchased from A to which no exception has been taken. (1) Is A entitled to waive the restrictive covenant? (2) Are C and D entitled to an injunction restraining B from using the building to be erected on the land as a labour club?

A. (1) It is regretted that it is impossible to give a definite reply on the information supplied. A can be restrained from sanctioning the user of the land for the erection of a labour club if it appears to have been the intention (a question of fact) that he should have no power to waive: *Re Birmingham District Land Co. and Allday*, 1893, 1 Ch. 342. (2) Yes, if the conditions laid down by Parker, J., in *Elliston* v. *Reacher*, 1908, 2 Ch. 374 and 665, are satisfied. We consider the contention of B's solicitor, that the letter received by him from A's solicitors amounts to a waiver, inaccurate. The covenant should be scrutinised to see whether the benefit attached to and runs with A's balance land. It is also a material point whether there was any express assignment of this benefit to C and D.

Lunacy Small Estate—Receiver—Direction of Settlement by Court.

Q. 1326. A by her will, dated 11th July, 1912, appointed her two daughters B and C to be the executrices and trustees thereof, and after bequeathing a small legacy testatrix devised and bequeathed all the remainder of her real and personal estate unto her trustees, upon trust for sale and conversion, and after payment of funeral and testamentary expenses and debts and the legacy before-mentioned, to invest the residue of the moneys with power at discretion to vary such investments, and to stand possessed of the residuary trust moneys, and the investments for the time being representing the same,

in trust for such of them her two daughters the said B and C living at her decease, and the issue of such of them as should die in her lifetime, and who should attain the age of twenty-one years, the objects of the trust to take in equal shares, except that the issue of a deceased daughter should take between them the share only which their parent would have taken if she had survived the testator. The testatrix died on the 9th January, 1928, leaving B and C surviving. Probate was granted to B only on the 16th March, 1928, power being reserved of making the like grant to C. C is now and has for some time past been an inmate of a mental hospital and is unfit to transact any business, and there is very little prospect that she will ever again be fit to do so. C is a widow with five children, all of whom are infants, and the income of C's share is required to assist in maintaining them, as C is possessed of no other property apart from her interest in A's estate. The estate consists of real and personal property and is under £1,000, and it is desired to avoid expense as far as possible. (1) Is B as the sole proving executrix entitled to realise A's estate without the appointment of another trustee? (2) Should application be made to the court for the appointment of a receiver for the purpose of receiving and giving a discharge for C's interest in the testator's estate, and how is such application made? (3) B is the only near relative of C. Can she be appointed as the receiver having regard to the fact that she is also a trustee and the sole proving executrix of A's will? (4) Will the court direct a settlement of C's estate at the time the receiver is appointed, and is it considered probable that the court would authorise the receiver to have resort to the capital if required for the maintenance of C's children?

A. (1) Yes, *vide* A. of E. Act, 1925, s. 8. (2) Yes. As to procedure see Lunacy Act, 1890, s. 116. (3) We believe the appointment would be made. (4) In view of the small amount of the estate we do not think that any portion of the capital or income will be available for the children. The interests of the lunatic are paramount. The court can presumably direct a settlement: L.P.A., 1925, s. 171, but this does not appear to be a suitable case.

Copyholds—Enfranchisement under L.P.A., 1922—Mortgage—Vacating Receipt—L.P.A., 1922, s. 129.

Q. 1327. In 1901, R.P. mortgaged his copyhold property to a building society, the mortgage being affected by a deed of covenant with the society, and a surrender of the property to two persons as trustee for the society, to whom admittance was afterwards granted by the steward of the manor. R.P. (a widower) died in 1916, having by his will devised all his property to his only son, J.W.P., and appointed him sole executor, to whom probate has been granted. J.W.P. paid off the mortgage in 1928, and the usual vacating receipt has been endorsed on the mortgage deed and on the court copy admittance. The manorial incidents saved by Part V. of the L.P.A., 1922, have not been extinguished. In these circumstances, is it necessary to produce the vacating receipt to the steward pursuant to s. 129 of that Act, and what will be the consequences if it be not so produced? It seems to us that, on 1st January, 1926, the fee simple of the property became vested in J.W.P., and a term of 3,000 years in the building society; that this term is now extinguished, and has merged in the fee simple, and has not been assigned to J.W.P. by the receipt; and that, therefore, production of the vacating receipt to the steward is not necessary for the purpose of perfecting J.W.P.'s title. We shall be grateful for your opinion on these points.

A. We agree with the views expressed as to the effect of the new legislation on this copyhold mortgage. The vacating receipt does not seem to be an assurance within s. 129 of L.P.A., 1922 (vide sub-s. 9) nor can it very well be described an assurance as it operates "without any reconveyance surrender or release": L.P.A., 1925, s. 115 (1), to determine or merge the term. Further, on the discharge of the mortgage money the term becomes satisfied and ceases: L.P.A., 1925, s. 116. Production to the steward is unnecessary and non-production can have no adverse effect as no legal estate is granted or conveyed.

Settlement—Person having the Powers of a Tenant for Life—Sale.

Q. 1328. R.B., who died in 1902, by her will proved in January, 1903, devised a certain dwelling-house, to which she was then entitled, subject to the life interest therein of her aunt, unto her trustees upon trust so far as any child or children of hers should be unmarried, to permit such child or children or any of them to occupy the said dwelling-house free from rent, but subject to the payment of all rates and outgoings and preserving the same from deterioration and from the determination of the trust aforesaid in trust for testatrix's three sons as tenants in common in equal shares. The aunt of the testatrix died after her. One of the sons, G.F.B., purchased before 1925 the shares of the other sons. At the time of death of the testatrix there were three unmarried daughters, none of whom exercised the right to occupy the dwelling-house and they permitted G.F.B. to live therein. There is now one unmarried daughter left and G.F.B. has recently died. Beyond the conveyance of the reversionary interest to G.F.B. no deed has been executed in respect of the property. The trustees of G.F.B. are desirous of selling their interest. The remaining unmarried daughter is prepared to relinquish her estate. What should be done to vest the fee simple of the estate in the intending purchaser? Is the remaining single daughter a life tenant, and is it therefore necessary that a vesting deed should be executed in her favour by the executors of the original testatrix (there being no S.L.A. trustees) and then a conveyance made by her to the intending purchaser, and if so, who should join in the conveyance for the purpose of giving a receipt for the purchase money which should apparently belong to the trustees of G.F.B. as no extra consideration is being given for the single daughter's interest.

A. It is considered that the unmarried daughter is a person having the powers of a tenant for life (S.L.A., 1925, s. 20 (vi)) and that accordingly the legal estate on the 1st January, 1926, vested in her: L.P.A., 1925, Sched. I, Pt. II, para. 6 (*c*). If, on the 1st January, 1926, more than one unmarried daughter was still alive, the legal estate vested in them as joint tenants. It is necessary, therefore, for a principal vesting deed to be executed in favour of the unmarried daughter by the trustees of the settlement, who are, by virtue of S.L.A., 1925, s. 30 (3), the personal representatives of R.B. The unmarried daughter should then sell as tenant for life (or, more accurately, as a person having the powers of such), the proceeds being paid to the representatives of R.B. in their capacity of S.L.A. trustees. The unmarried daughter can then, if desired, release her (terminable) interest in the proceeds, which would put an end to the settlement, making the whole proceeds available for the trustees of G.F.B.

Will—Class Gift—Construction.

Q. 1329. By his will dated in 1914, A vested his estate in trustees upon trust to sell and distribute the same at two different times, one of which times has already passed, while the other is not yet mature. The beneficiaries are B, C, D, etc., "and all my nephews and nieces being children of my late brothers and sisters." Later on in the will there is the following declaration: "I declare that the interest of legatees under this my will shall not be vested until the respective times of distribution but if any of my nephews or nieces shall die before such respective times of distribution leaving a widow or widower or children such widow widower or children shall take share and share alike *per stirpes* the share

intended for my said deceased nephew or niece." A died on the 28th July, 1917, but B, one of the nephews, had predeceased him, leaving a son, C, who is now claiming the share which his father would have taken had he survived A. It is the opinion of the trustees that C is defeated on the ground that a will speaks from the death as regards class gifts, and therefore a legacy to "nephews" and all subsequent references in the will to "nephews" refer only to those living at the date of A's death. It is contended, however, that C is entitled to the share on the ground that the phrase "shall die before such respective times of distribution" includes the case where a nephew (or niece) predeceases the testator. Is he entitled to the share, and, if so, on what grounds?

A. A gift by will to the children of deceased brothers and sisters will not benefit any nephew or niece not alive at the death of the testator (*Viner* v. *Francis*, 2 Cox, 190; *Balm* v. *Balm*, 3 Sim. 492), and, as the declaration is concerned with the vesting of the interests of participants and with provisions relative to the interests of those participants who die while their interests are still contingent, we consider that C obtains no assistance from the declaration and that he is not on any grounds entitled to a share.

Infant—Settled Land—Attainment of Majority—Sale.

Q. 1330. A, who died in December, 1922, possessed of certain real property, by his will, after appointing two trustees, devised such real property to B, then a minor, and directed that during the minority of B the trustees should let and manage the same. B attains twenty-one in a few days time, and the trustees have at the request of B contracted to sell the said property. Please advise what steps are necessary in order to give the purchaser a good title. The trustees have made no written assent whatever in respect of the property. Will it be sufficient if, on B attaining his majority, they convey the property as trustees direct to the purchaser, B joining in the deed of conveyance to give his consent? In such case who would give the receipt for the purchase money?

A. It is to be assumed that the trustees or other persons who were A's executors had wound up his estate before 1926, so that their assent to the trust devise would be presumed in accordance with *Wise* v. *Whitburn*, 1924, 1 Ch. 460. If so, no further written assent is necessary, and the situation falls within the S.L.A., 1925, s. 7 (5). The trustees should, therefore, convey the legal estate now vested in them to the purchaser at the request of B, who should convey and confirm as beneficial owner in respect of his equitable interest. The recitals will show his title, and the purchase money will be payable to him.

Reviews.

Contracts of Sale C.I.F. By A. R. Kennedy, K.C. Second edition. London: Stevens & Sons, Ltd. 1928. 20 and 200 pp. Price 10s. (for cash 8s.).

In this volume there are brought together, in a form convenient and readable, English decisions and judicial observations relating to contracts of sale, cost, freight and insurance. The subject is one which has received considerable attention in the courts of late years, and accordingly invites a careful survey, such as that which Mr. Kennedy makes. The book made its first appearance in 1924, but it has now been out of print for some time; so that a new edition makes a welcome appearance.

The Merry Accountant. A little book of Mnemonics, with diagrams and illustrations. M. Tuohy, formerly Assistant Accountant to the Corporation of Lloyds. With Foreword by Professor L. R. Dicksee, M.Com., F.C.A., Emeritus Professor of Accountancy and Business Methods in The University of London. 99 pp. 1928. Gee & Co. (Publishers), Ltd. 5s. net.

The author deals with the principles of accounting in a happy manner with many rhymes and illustrations. The principles enunciated are thoroughly sound, and we can certainly recommend this humorous little book to all those who may regard accountancy as a "dry-as-dust" subject. It should prove both useful and instructive to the student who likes a little pleasure with his toil, and to the teacher in quest of a novel and interesting method of instruction. H.

Legal Parables.

I.

The Two Solicitors and The Two Wills.

There was once a young and painstaking solicitor, and to him there came a client well burdened with this world's goods. And the client said, "Verily, I would make me my will. Draw it, I pray thee, in accordance with these my directions." And there were diverse provisions such as life interests and remainders, and for the carrying on of the testator's business, and for the advancement of divers infants, with many other matters wherewith to vex the mind. And the painstaking young solicitor set diligently to work and spent many anxious hours, and produced a will of great clarity and straightforwardness. And he received his reward (two guineas). And when the testator died the meaning of the will was so apparent that the executors were able to dispense with the assistance of the solicitor and did administer the estate unaided.

And lo, there was another solicitor in the same town, and to him there came a client, also well burdened with this world's goods. And this client said, "Truly I must make me my will. Do thou draw it for me." And the provisions were simple, so that it presented little or no difficulty in the preparation thereof. And the solicitor slashed it off with great haste and a book of precedents and little thought, and delivered to his client a full and proper item-by-item bill, *including the thirty-three and one-third.*

And lo! the testator died. And his executors were unable to understand his will, even by reading it upside down. And the solicitor informed them it would be necessary to obtain the opinion of the court. And the solicitor acted for all parties and briefed five separate counsel to represent various conflicting interests. And, as is usual in matters of this kind, the court directed the costs of all parties as between solicitor and client to be paid out of the estate. Whereat the solicitor did rub his hands and have the next day off for a round or two of golf.

From which comes the moral that he who labours earnestly for others must look for his reward to heaven, and not to the testator's residuary estate. "Baron."

"NO COUNSEL APPEARING TO PROSECUTE."

What Mr. Justice Avory described as "a disgraceful state of things," unprecedented in his twenty-two years' judicial experience, occurred at Maidstone recently, the occasion being the Kent Summer Assizes. It appears that three cases, one bigamy, one rape, and one grievous bodily harm, were called in succession without any counsel appearing to prosecute, because, apparently, none had been instructed on behalf of the committing authorities. His lordship called the police officers in charge of the cases, but, no further explanation being forthcoming, directed three members of the Bar who were in court to take the depositions and conduct the prosecution.

MARRIAGE SETTLEMENTS.

It may interest the profession to know that draft forms of Marriage Settlements, settled by Sir Benjamin Cherry, LL.B., are now on sale. They are published by The Solicitors' Law Stationery Society, Limited, 22, Chancery Lane, W.C.2, and branches.

NOTES OF CASES.

High Court—Chancery Division.

In re **Johns: Worrell** *v.* **Johns and Another.**

Tomlin, J. 14th and 17th May.

BANKRUPTCY—MORTGAGE—CLAUSE PROVIDING FOR A BONUS PAYABLE BY MORTGAGOR—SPECIAL PROVISION ON BANKRUPTCY OF MORTGAGOR—MORTGAGEE TO HAVE AMOUNT ADVANCED INCLUDING BONUS — DEVICE TO DEFEAT BANKRUPTCY LAW.

Originating Summons.

This was an originating summons taken out by the testator's trustees to have it determined by the court to whom they should pay over the one-ninth share of the testator's son W. H. Johns. The facts were as follows: The testator made his will in 1890, and died in 1892. He gave all his real and personal estate to his trustees on trust for sale and conversion, and to pay the income to his wife during her life, or until marriage, and from and after her death in trust for all his children at twenty-one or marriage, in equal shares. He left nine children, of whom W. H. Johns was one. Various sums were advanced to W. H. Johns during the life of the testator's wife on account of his expectant share under the will, and these were secured by three mortgage deeds. The first deed was dated 25th November, 1907, and was made between the said W. H. Johns of the one part and his mother of the other part, whereby his mother agreed to lend him £1,650 on the security of his then expectant one-ninth share in his father's residuary estate. There was a recital in the deed as follows: "And whereas the mortgagor has requested the mortgagee to lend him the sum of £1,650 which the mortgagee has agreed to do upon having the repayment of the same with interest secured in manner hereinafter appearing and upon the terms that the mortgagor shall upon the execution hereof pay to her a bonus of £1,000." It further recited that it had been agreed that £1,010, part of the £1,650, should be advanced at once, the mortgagee retaining thereout the said bonus of £1,000, and that the residue should be advanced in instalments as therein provided, and it further provided that, if the son did not before his mother's death charge the property or become a bankrupt, he would discharge his obligation by paying back the £650 and nothing more, but that should he become a bankrupt while his mother was alive she should be entitled to claim as against his trustee in bankruptcy, not only the £1,000 retained to satisfy the bonus, but also the £10, the balance of the £1,010, and any other advances which had been made up to the full £640 with interest at 5 per cent. The second mortgage made no provision as to a bonus, but otherwise was in the same form, and the third was the same as the first. In 1924 the son was adjudicated a bankrupt, and his mother died in 1927. The mother's legal personal representative claimed a sum under the mortgages, but the trustee in bankruptcy resisted that claim.

TOMLIN, J., after stating the facts, said: The contention of the trustee in bankruptcy is that the arrangement in the first of the three mortgages is a mere device to defeat the bankruptcy laws and therefore bad. My attention has been called to two cases, *Ex parte Mackay*, 1873, L.R. 8 Ch. 643, and *Ex parte Williams*, 1877, 7 Ch. D. 138, and the question is whether after a consideration of the provisions of the mortgage deed the principles of those cases should be applied to the particular mortgage deed before me. It seems fairly clear on an examination of the document that what the parties actually intended to do was to secure to the son (the mortgagor) an advance of £10 a month up to £650, and that was to be secured to the mother (the mortgagee) when making the advances, and further that the scheme of the document was really to secure that something more should come to the mortgagee if the mortgagor became bankrupt than if he did not. It seems to me that the true inference to be drawn from the consideration of the document is that there is a deliberate device to secure that more money should come to the mother if the son becomes bankrupt than if he does not, and that being so, it seems to me that the device is bad. With regard to the third deed, there being the same provision for a bonus, the same considerations apply as in the first deed. The mortgagee, therefore, is only entitled to hold the shares as security for the moneys actually advanced, the whole bargain being bad as violating the bankruptcy laws, and the mortgagee is only entitled to be repaid the moneys actually advanced, with interest at 5 per cent.

COUNSEL: *A. P. Vanneck; F. Whinney; H. Johnston.*
SOLICITORS: *Worrell & Fordyce; William Easton & Sons.*

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

In re **Wilts and Somerset Farmers Limited.**

Romer, J. 30th April, 7th, 8th and 24th May.

INDUSTRIAL AND PROVIDENT SOCIETY—RULES—*Ultra vires*—LIABILITY OF MEMBERS TO TAKE ADDITIONAL SHARES—CONTRACT BETWEEN SOCIETY AND ITS MEMBERS—LIQUIDATION—VOLUNTARY—LIABILITY TO CONTRIBUTE—MEMBERSHIP — CESSATION OF — INDUSTRIAL AND PROVIDENT SOCIETIES ACT, 1893, 56 & 57 Vict., c. 39.

Summons.

This was a summons taken out by the liquidator in the winding up of Wilts and Somerset Farmers Limited against certain representative members of the society to determine whether, having regard to r. 12 as amended, they or any of them should be placed on the list of contributories. The facts were as follows: The society was registered in 1910 under the Industrial and Provident Societies Act, 1893. Rule 12 of the rules of the society was, so far as material, as follows: "Individual members shall hold at least one share for every 20 acres or fraction of 20 acres farmed by them up to 500 acres, and at least three shares for every 40 acres or fraction of 40 acres above 500 . . . milk retailers shall hold at least six shares for every churn of 17 gallons retailed daily by them." Rule 23: "If by transfer or otherwise the number of shares held by a member becomes less than the number required by r. 12 to be held by him, the amount paid upon the shares shall be repaid, and the shares cancelled, and the member shall cease to be a member." Rule 12 was amended in 1921 by requiring a member to hold at least five shares for every 20 acres or fraction of 20 acres, and milk producers were required to hold shares on the above acreage basis, or at least five shares for every dairy cow owned by them, whichever shall be the greater number of shares. The words "shall be repaid," in r. 23, were altered into "may at the discretion of the committee be repaid." Rule 12 was further amended in 1922 by substituting for the words "five shares" the words "shares of the nominal value of £5." It had been held by Mr. Justice Lawrence in *Dibble* v. *Wilts and Somerset Farmers Limited*, 1923, 1 Ch. 342, that r. 12 was, both in its original and in its amended form, invalid, but this decision had in terms been overruled by the Court of Appeal, in the case of *Agricultural Wholesale Society* v. *Biddulph and District Agricultural Society*, 1925, Ch. 769.

ROMER, J., after stating the facts, said: Having regard to the fact that *Dibble* v. *Wilts and Somerset Farmers Limited*, 1923, 1 Ch. 342, was overruled in terms by the Court of Appeal in *Agricultural Wholesale Society* v. *Biddulph and District Agricultural Society*, 1925, Ch. 769, and after considering the speeches in the House of Lords in the latter case (see *Biddulph and District Agricultural Society* v. *Agricultural Wholesale Society*, 1927, A.C. 76), I consider that I am bound to hold that the alterations made to r. 12 in the present case are binding on the respondents. With regard to the amendment to r. 23 I cannot assent to the contention that a member

to whom the rule applies ceases to be a member whether the committee do or do not repay the amount paid up on his shares, and cancel them. If the committee decides that they should not be cancelled, it cannot have been intended that the member should nevertheless cease to be a member. It seems to me to be the more natural construction to treat the words at the end of the rule as meaning "and shall in that case cease to be a member." The respondents finally contended that r. 12 and its amendments were void for uncertainty. I am, however, unable to take that view. In these circumstances I must hold that the respondents should be placed on the list of contributories in respect of the number of shares shown opposite their respective names in the schedule to the summons.

COUNSEL: *Greene*, K.C.; *Rowland Thomas & Renfield, Gavin Simonds*, K.C., *Andrewes-Uthwatt, Vaisey*, K.C., *H. S. G. Buckmaster, Alan Ellis.*

SOLICITORS: *Stephenson, Harwood & Tatham; Farrer and Co., Ernest Bevir & Son*, for *H. Bevir & Son*, Wootton Bassett; *Mead & Co.*, for *Frederic Wood & Son*, Warrington.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

High Court—King's Bench Division

In re **An Application by Minot** (*Re* **Mackay**).
In re **A Reference by the Minister of Labour** (*Re* **Rowland and Another**). **Same** (*Re* **Barry and Another**).

Roche, J. 25th June.

UNEMPLOYMENT INSURANCE—HOSTELS ATTACHED TO EDUCATIONAL INSTITUTIONS—DOMESTIC SERVANTS NOT INSURABLE—UNEMPLOYMENT INSURANCE ACT, 1920, 10 & 11 GEO. 5, c. 30, Sched. I, Pt. II (*b*).

The first of these three similar cases was an appeal from a decision of the Ministry of Labour that one Mary Mackay, employed as cook at a hostel connected with an educational institution, was an employed person within the meaning of the Unemployed Insurance Acts, 1920 to 1926, and that as such contributions were payable in respect of her. The owner and occupier of the hostel in question was also head of the hostel by appointment by the Public Day School Trust Limited, and arrangements were made for the residence of students of Clapham High School for Girls at the hostel, which was subject to regulations by the council of the trust. The head of the hostel appealed against the decision of the Ministry of Labour on the grounds that the cook was not employed in a trade or business carried on for the purpose of gain and was excepted by Sched. I, Pt. II (*b*) of the Act of 1920, as the hostel was part of the Clapham High School for Girls.

ROCHE, J., said that he had previously decided that domestic servants who were employed in boarding houses or hostels connected with public and private schools were not employed in a business carried on for the purpose of gain: *Re Dr. David and Others* and *Re H. E. Bryant*, 1922, 1 K.B. 172; *Re North and Ingram*, 1922, 1 K.B. 190. In the present cases there was in his opinion such a *nexus* as to make those hostels part of the educational institutions with which they were connected, and the servants therein employed were uninsurable.

COUNSEL: *G. Edwardes Jones*, K.C., and *Gurney G. Beagley*, for the appellant; *C. W. Lilley*, for the Crown.

SOLICITORS: *Burton, Yeates and Hart; Solicitor to the Ministry of Labour.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22 Lincoln's Inn Fields, W.C.2; and throughout the country.

Attorney-General *v.* **Rudge.** Rowlatt, J. 27th June.

REVENUE—LEGACY DUTY—PAYABLE ON VALUE OF GOODS AT DATE WHEN RECEIVED—LEGACY DUTY ACT, 1796, Geo. III, c. 52, s. 14.

The defendant in this case, John Edward Rudge, on his father's death, in 1909, became tenant in tail male of Abbey Manor House, Evesham, which had been devised on certain trusts by his great grandfather, Edward Rudge, who died in 1846. The present defendant, born on the 31st May, 1903, attained the age of twenty-one on the 30th May, 1924, and in accordance with the terms of his great-grandfather's will became absolutely entitled to all the chattels in and about the Abbey Manor House. Legacy duty at the rate of 1 per cent. was payable in respect of these chattels bequeathed by the will, and the defendant alleged that the value of the chattels on which the duty was payable was that at the date of the testator's death in 1846, which was £2,444 5s. The Crown contended that duty was payable on the value of the chattels when the defendant became entitled to them in 1924, which was more than the £2,444 5s.

ROWLATT, J. referred to the Legacy Duty Act, 1796, s. 14. He held that he was bound by the decision in *Attorney-General* v. *Cavendish*, 1810, 1 Wightwich, 82, and said that a person should be taxed on what he had received, and not on a notional figure which would require an antiquarian department to assess the amount, and which might be for or against the subject. Judgment for the Crown.

COUNSEL: *The Attorney-General* (Sir Thomas Inskip, K.C.) and *J. H. Stamp*, for the Crown; *T. Simpson Pedler*, for the defendant.

SOLICITORS: *Solicitor of Inland Revenue; Clarke, Square and Mills.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Lind *v.* **Mitchell.** Wright, J. 27th June.

MARINE INSURANCE—CLAIM BY MORTGAGEE—VESSEL LOST BARRATRY—FIRE—INSURER'S LIABILITY.

The plaintiff, as mortgagee of a sailing vessel which was lost, sued the defendant, a part insurer, under the policy of insurance dated the 7th March, 1924, by which the vessel was insured for twelve months, from the 25th February, 1924, to the 25th February, 1925, against loss by, *inter alia*, perils of the sea, fire and barratry by the master and mariners. Owing to damage caused by ice and heavy weather off Newfoundland the vessel was abandoned in a sinking condition on the 1st March, 1924, and to avoid leaving her a danger to navigation the master set her on fire. The plaintiff submitted that the vessel's loss was due to perils of the sea and/or fire, or alternatively, to the negligence or barratry of the master. The defendant denied that the vessel had been lost by the insured risks, and alleged that she had been deliberately scuttled.

WRIGHT, J., said that the plaintiff, as an innocent mortgagee, could not recover on the claim of barratry, because he had not been responsible for the appointment of the master: *Samuel* v. *Dumas*, 1923, 1 K.B. 592; 1924, A.C. 431. The circumstances of the loss were very suspicious, but he was of the opinion that there was no fraudulent casting away. On the principles laid down in *Samuel* v. *Dumas*, *supra*, the plaintiff was entitled to recover even if the loss had been wilful. Judgment for the plaintiff, with costs.

COUNSEL: *Dunlop*, K.C., and *J. Dickinson*, for the plaintiff; *F. van den Berg*, and *Pilcher*, for the defendant.

SOLICITORS: *William A. Crump & Son; Ballantyne, Clifford & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

The Law Society.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 18th and 19th June, 1928 :—

Harold Edmund Abel, Hubert Arthur Anderson, Solomon Arbeid, Richard Henry Sambrook Ashton, Roger Brett Asplin, B.A. Cantab., Charles Edward Atherton, William Clifford Atkins, B.A., LL.B. Cantab., Alan Phillip Gothard Baker, B.A. Cantab., Edward Justin Evans Baker, B.A. Cantab., Reginald Payne Bannister, LL.B. Victoria, Leonard Levy Barnett, George Corbyn Barrow, B.A., LL.B. Cantab., Malcolm Weatherley Beale, B.A. Cantab., John Samuel Beall, Richard John Bell, Ernest Leonard Bennett, B.A. Oxon., John Binns, Gonville Kirwan Black, John Henry Booth, Henry Bowers, Thomas William Bowman, Denis Harold Brabner, Cedric Braby, B.A. Cantab., James Burnett Bradford, William Braithwaite, Francis Cedric Brasher, Ronald Wilson Bristow, LL.B. London, John Britton, Edwin Broad, Arthur Stanesby Broughton, Cyril Samuel Brown, Frederick Alexander Brown, John Francis Brown, Samuel Harold Brown, B.A. Cantab., Frederick Chandos Bryant, B.A. Oxon., Stephen John Bull, B.A. Oxon., Keith Eversleigh Burton, Stephen Duncan Francis Campbell, Gordon Henry Carmichael, John Compton Carter, Thomas Ivor Casswell, B.A. Oxon., John Colpoys Chambers, B.A. Oxon., Henry Charles Alfred Chapman, Thomas Chester, Thomas Henry Cleator, Herbert Henry Coldwell, B.A., B.C.L. Oxon., James Watson Cook, John Douglas Cotterill, Donald Coupe, Lionel Cowen, Robert Donald Craig, Hamish McCulloch Craig, Cyril Craven, Frederick Balmer Creak, LL.B. Liverpool, James Kenneth Currie, Stanley Currington, B.A. Cantab., Walter William Davison, Geoffrey Maxwell Day, Cecil George Dickenson, B.A. Cantab. Philip Burrington Dingle, LL.B. Sheffield, Reginald Joseph Dromgoole, Clements Duggan, Leslie William Ernest Dungey, Edith Alice Duthie, Ronald Moore Dutton, John Jassmann Dykes, B.A. Cantab., Jack Maynard Cholmondeley Easton, Edith Mabel Ebsworth, Charles Albert Edward Eley, LL.B. London, William Kidston Elles, Helen Stephanie Evans, Cecil Jaffrey Farr, Percy Fielding, Kenneth Ernest Fisk, B.A. Cantab., John Duckett Floyd, B.A. Cantab., Frances Snowden Forster, B.A. Cantab., Robert Menzies Franklin, B.A., LL.B. Cantab., Margaret Maud Gibson, M.A. Durham, Frances Blacket Gill, Philip Goodenday, Randolph Vivian Carter Gray, B.A. Cantab., James Dudley Beamish Green, Charles Douglas Griffiths, Francis Basil Guedalla, James Ernest Hadfield, Edward Haines, LL.B. Liverpool, Hedley John Hargreaves, B.A., B.C.L., Oxon., Dennis Clive Hargrove, B.A. Cantab., Arthur Roy Harris, Gerard Thomas Harris, Jack Frederick Wynn Harrison, Harrison Mellor Haslam, James Killer Hawley, Tom Christopher Hayward, B.A. Cantab., Clifford James Hedge, Reginald Stafford Heptonstall, Lionel Francis Herbert, Wilfrid Temple Herwin, Edward Ernest Wren Hilton, Edgar Herbert Hiscocks, Frederick Appleby Holt, William Glyndwr Hopkins, John Fountaine Hopkinson, B.A. Oxon., Frederick George Huggett, Edward Arthur Milbourn Humphery, John Pitcairn Humphreys, Alfred Vivian Woodland Hunt, B.A. Cantab., Harry Leonard Hunter, Hubert John Hurford, Thomas Lyon Hurst, Elias Hurwitz, LL.B., Leeds, Humphrey Ingoldby, Trevor Bromley Jackman, Edward David James, B.A. Oxon., Alfred Richard Jeffery, Frank Johnston, Allan Bernard Jones, Reuben Dexter Jones, Arthur Robert Kelham, Joseph Grigg Kellock, B.A., LL.B. Cantab., Bernard Kenyon, B.A. Cantab., Roger Sinclair Kirkpatrick, William Alexander Lavender, Richard Middleton Lindsley, Frederick Omar Griffiths Lloyd, B.A. Cantab., Charles Bardolf Locock, William Henry Francis Luck, Edwin Charles Mabey, Bertram McCall, B.A., Cantab., John Embleton Craig Macfarlane, B.A. Oxon., John Stewart McIlvride, B.A. Oxon., Ernest Walter Makepeace, John Makepeace, Eric Thomas Elliott Martin, Meadows Martineau, B.A. Cantab., Harold Gluyas Mason, Thomas Anthony Mason, Theobald Mathew, John Frederick May, B.A., LL.B. Cantab., Julian Michaelson, Samuel Mickler, William Victor Miede, B.A. Durham, Charles Howard Goulden Millis, M.A. Oxon, Kenneth John Milnes, Edward Rhodes Moorhouse, B.A. Cantab, Hugh Burgess Morton, Graham Theodore Walter Mould, Harry Myers, Thomas Evan Naylor Mylchreest, B.A. Oxon., George Frederick Arthur Newey, Maurice Newnes, Cyril Edward Nisbet, B.A. Cantab, Donald Lapage Norris, Duncan Morris Oppenheim, Oswald Kurtz Owen, Godfrey William Alan Park, Henry Benjamin James Paull, Thomas Pedder, John David Percival, Howell Lloyd Perkins, B.A. Oxon., Albert Lewis Philips, Albert Philip Phillips, John Harold Pollard, Geoffrey Knight Dalton Pontifex, B.A. Cantab., Frederick William Pope, Richard James Emlyn Price, Frederick Walter Ratcliff, John Fenton Ratcliffe, David Harold Rees, B.A. Cantab., Philip Sidney Rennison, Isaac Woolfe Reuben, LL.B. Liverpool, Edward Alexander Keane Ridley, B.A. Oxon., John Wheatley Ridsdale, John Francis Riordan, Christopher William Rippon, Charles Arthur Rivington, B.A. Oxon., Donald Whitby Roberts, Geoffrey Lionel Robins, Charles William Robinson, William Herbert Robinson, John Bernard Rogers, Charles Royds, B.A., LL.B. Cantab., Arthur Scott Ruddock, Robert Ernest Gordon Russell, Robert Tunstall Sanderson, Edgar Satterthwaite, George Tarlton Saunders-Jacobs, B.Sc., LL.B. London, Robert Henry Saville, Cecil Wilcock Schofield, John Alexander Scrymgeour, Donald Patrick Shackles, Noel Benjamin Sherwell, B.A. Cantab., Arthur Crossley Sherwin, M.A., B.C.L. Oxon., Frederick Stanton Short, B.A. Cantab., Joseph Arthur Shorto, Horace Lander Simmons, LL.B. Manchester, Michael Arthur Simon, Douglas William Low Skinner, Frederic Mills Slater, B.A. Oxon., John Hare Smith, Lucius Raymond Godfrey Lyster Smythe, Henry Wolfe Solomon, William Spring, Rowland Macdonald Stephenson, Rex Batthyany Sterry, B.A. Oxon., Eric Wilson Stonehouse, Roland Sturt, B.A. Oxon., Harold John Sturton, Trevor Thomas, Christopher Gardner Thomson, Herbert Leicester Trangmar, George William Trimmer, Alan Roy Trimming, John Merridew Tudor, Philip John Turner, William Lecomber Unsworth, James Newton Vallance, Rowland Everitt Waldron, Charles Frederick Walker, B.A. Oxon., Frederick Arnold Waller, Henry Humphrey Richard Methwold Walrond, John McGowan Walton, Tolson Sherwood Ward, Richard Goodman Watson, Augustus John Webb, Sidney Albert Webb, B.A. Oxon., Forbes Spottiswoode Weir, B.A. Oxon., George Gamwell Hubback Welch, M.A. Cantab., William Edward Gichard West, Byron Claude Hamilton White, Charles Parkin Whitehead, B.A. Oxon., John Jeffery Wild, Harold Wilson Wiley, B.A. Oxon., David Gwyn Williams, John Prys Williams, John Brooke Willis, LL.B. Sheffield, Douglas James Wilson, Hugh Geoffrey Birch Wilson, B.A. Cantab., Ralph Macro Wilson, B.A. Cantab., Arthur Denis Wood, B.A. Oxon., Arthur Wallace Wood, James Young.

No. of candidates, 289. Passed, 242.

The Council of the Law Society have awarded the John Mackrell Prize (value about £13) to Charles Howard Goulden Millis, M.A. Oxon., who served his Articles of Clerkship with Mr. Sydney Ernest Redfern, LL.B., of the firm of Messrs. Ball and Redfern, of London.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 20th and 21st June, 1928. A Candidate is not obliged to take both parts of the Examination at the same time.

First Class.

John Beaumont Buckwell, Kenneth Burrell, B.A. London, Philip Canter, Leslie Arthur Fawke, Frank Hall, Thomas Theophilus Jasper, George William Eustace Sherrard, Robert Francis Fleming Smith, Lilian Irene Myfanwy Thomas, Charles Robert Vassie, Lionel Wigram, Claud Hamilton Hayman Winston.

Passed.

Robert Mackenzie Adams, Farrar Morson Addison, Francis Herbert Appleyard, Geoffrey Atkinson, John Panayoty Ballachey, Thomas James Mountstevens Barrington, John George Arscott Bickford, Cyril George Barnett Blanthorne, Reginald Thomas Frank Brandreth, Frank Gordon Budd, Francis Henry Busby, Basil Norman Cooper, Henry Arthur Davey, Arthur Howard Davies, Trevor Owen Davies, Alec James Drake, Robert Townson Ellis, Phillip Henry Rees Evans, George Wilson Forsyth, John Furness, James Gass, John Garson Romeril Griggs, Allen Balzano Hailey, Frank Noel Harmshaw, Lawrence Francis Hesp Hawkins, William Gordon Hiatt, Edwin Rigby Hinchliffe, Herbert House, Edward James Howson, William Murray Humphrey, Sidney Harold Iles, Leslie Arthur Inkpen, Ronald Owen Jenkins, George Arthur Jonas, B.A. Oxon., John Gilbert Jones, James Arthur Julnes, Norman Rex King, Alexander Francis Leest, Walter Abraham Leon, M.A. Cantab., William Alban Lunn, John Leslie Lynn, Norah Joyce Mahany, B.A. Cantab., Jeffrey Jocelyn Malim, Leonard Marsh, Arthur Mozley Kemp Martin, Freda Victoria Branson Mason, Frederick Buckley Meadowcroft, Edmund Savile Monckton, B.A. Cantab., Seth Richard Stephen Morgan, James Vincent Pilling, David Dunsford Price, Joshua Harold Fenton Ratcliffe, George Ainsworth Reeves, Henry Paul Rivers, Roger Rose, William Noel Rowe, Leslie Hamilton Rowland, Hugh John Rowlands, Richard James Sandford, William Russell Scurfield, John Shufflebotham, Harold Fletcher Slack, Eric Pope Smith,

Lawrence Cecil Symons, Philip Bernard Thomas, Amy Maud Waters, Charles Leonard Stuart Weedon, William Whittle, Edward Wignall, Alwyn Jones Williams, Gilbert Charsley Williams, Robert Arthur Williams.

The following Candidates have passed the Legal Portion only :—

Geoffrey Clifford Adams, Frederick Sidney Allcock, Alick Altman, Evan Lloyd Amphlett, William Harttree Ball, James Richard Upton Barker, Edward Vyvyan Brice Bartlett, William Michael Bassadone, Francis William Chambers Beardsley, George William Beaumont, B.A. Cantab., Horatio Vincent Beckett, Robert Theodore Berger, Herbert Woodruff Beswick, Lewis Frederick Biden, Arthur Samuel Bishop, Arthur Alan Bottomley, Edward Bowles, Gabriel Ian Brandon, John Francis Brazil, Stuart Edwin Bridgwater, Arthur Percival Browne, Kenneth Herbert Chapman, Walter Denis Stephens Chesters, Richard Lennox Clarke, Samuel Frederick Alexander Clarke, Raymond Clifford Clifford-Turner, B.A. Cantab., Eric Hartland Colley, Hugh Garrett Collin, B.A. Cantab., William Conn, Lionel Bertram Court-Cooper, Basil Claude Cowper, Edward Daniel Weston Crawshaw, B.A. Cantab., Thomas Alan Davey, Arthur Howell Davies, Derrick Stephen Davies, William Brynmor Davies, Frederick John Dunn, Charles Joseph Eastwood, B.A. Oxon., Robert Augustus Francis Eltoft, Hopkin Walter Evans, Peter Fabyan Evans, B.A. Cantab., Norman Detmar Fester, Rupert Ambrose Percy Fison, B.A. Cantab., Bernard Flinter, Oliver Keenlyside Forster, Evan Cecil Francis, Jacob Gaster, Stephen Edward Gateley, Charles Rupert Gillett, Alexander Pringle Lawrence Glen, William Shields Godfrey, Hilda Muriel Annie Greenwood, Edward Arthur Bayly Griffith, B.A. Oxon., Hugh Rodney Griffith, B.A. Oxon., Lionel Alfred Keith Hall, Leon Thevenard Halliday, Harold John Abbott Hankins, Albert Victor Hawkins, Archibald Henry Edgar Haxley, Anthony North Hickley, B.A. Oxon., Denys Theodore Hicks, Montague Louis George Hindle, Charles Leslie Holcom, Edward Samuel Holloway, Richard Henry Hooper, John Gwynne Hughes, Laurence Harold Hutchinson, Rex Dennis Hyem, Alfred Robert Jacks, Ronald Emerson Maxwell Jackson, B.A. Cantab., Cadivor Hugh James, John Thomas James, Clement Rosser John, Eric Gordon Jones, David Stuart Jones, John Dunstan Kevill, Roger Kirkup, Archibald Claude Kingswell, Hugh David Kitching, Charles Patrick Baillie Knight, B.A. Oxon., Eric Gordon Lawrence, Rhys Ap Llewelyn, Henry Maurice Loncaster, Eric Harry McLean, James Russell MacPherson, Norman Margetts, Norman Barr Martin, John Eaden Matthew, B.A. Cantab., John Sydney Menneer, Harry Christopher Mileham, James Leslie Mobsby, Frederic Lionel Monro, John Gordon Moore, Hugh Morgan Elias Morgan, B.A. Cantab., William Lewis Morgan, B.A. Wales, Leonard Sidney Mote, Douglas Charles Martyn Nicholls, Hycan Carr Norcott Alfred James Norman, Henry Vaughan Page, Charles Harland Parker, Hayward Parrott, John William Percival, Henry Revell Phillips, William Alexander Martin Pink, Ernest Jacob Place, Oliver Edward Plumridge, Owen George Pratt, Hywel Samuel Rennalt Rogers, Edward Hugh Lee Rowcliffe, Edward Anselm Alban Ryan, Cyril Simons, Henry Oldham Smith, Harold Stanley, Edward Hampson Stansfield, Thomas Oakeley Dyne Steel, B.A. Cantab., Edward John Stewart, Norman Leslie Story, William Sugden, Laurence Arthur Sylvester, Leslie Wallace Terry, Oliver Thornhill Tewson, Charles Alexander Rennie Thomas, John Cecil Barry Thompson, Harold Wainwright Timms, B.A. Cantab., John Ernest Pitts Tucker, Ronald Stewart Rylands Millard Tucker, John Nicholas Webb, Ernest Arthur Whitehead, Percy Arthur Whiting, Richard Hawksley King Wickham, John Clark Wilkinson, Cosmo William Wright.

No. of Candidates, 272. Passed, 217.

The following candidates have passed the Trust Accounts and Book-keeping portion only :—

Geoffrey Corfield Aldhouse, John Cole Ambrose, B.A. Cantab., Wesley William Bailey, Alec Barker, Francis Leslie Barlow, Edith Elfrida Mary Bell, Louis Berkson, LL.B. Liverpool, Bernard Blaser, Alfred Edward Hope Blazey, George Albert Bolsover, Richard Geoffrey Bonner-Morgan, Arthur Boothman, John Christopher Purvis Brunyate, B.A., LL.B. Cantab., Thomas Oswald Burrow, Edmund Arthur Burton, Henry Arnold Chapman, B.A. Cantab., George Edward Clark, Dennis Robert Clarke, Leslie Cockayne, Fred Cockroft, Gerald Gordon Collis, Augustus Conway, James Leslie Conway, John George Barnley Coulson, Robert Luther Craig, B.A. Cantab., Douglas Gilbert Cross, Eric Greenwood Crowther, Henry Charles Abdy Davies, Peter Davies, Thomas Derek Ellis Davies, Ernest Frederick Albert Day, Edward Alfred Dearman, B.A. Cantab., Jared Ewart Dixon, James Alan Driver, John Rothwell Dyson, B.A. Cantab., Frank Edward Tudor Edwards, William Jackson Elmhirst, Arthur Exton, John Edmondson Exton, Fred Forster, Morris Norman Tadelis Freedman, B.A. Cantab., William Frith, Alfred Leonard Fry, Norman Gibson-Singleton, Ronald Renshaw Gilchrist, B.A. Cantab., William Wallace Gill, Richard Goode, William Arthur John Gorringe, Tom Corbett Goulding, Roger Fairchild Greig, Henry Laurence Hagger, Alan Junius Gower Hardwicke, Geoffrey Haworth, Vernon Haworth, Rowland Hugh Quartus Hayes, Richard Lancelot Lloyd Hemingway, Robert Basil Hodgkinson, Henry Cecil Hoggett, Thomas Henry Robert Hughes, B.A. Oxon., Merlin Howell, LL.B. Wales, Hymen Hyams, LL.B. Leeds, John James Jeffery, Trevor William Johnson, Albert Jones, David Harold Jones, Hywel Glyn Jones, Ivor William Jones, Frederick Kellett, Andrew Lennox Kidd, John Placid King, Geoffrey Charles Voughton Knight, Aubrey Kremer, LL.B. Leeds, James Malcolm Stuart Lickfold, Arthur Trevor Lloyd-Jones, B.A. Oxon, Thomas Alfred McLoughlin, LL.B. Liverpool, Philip Edward George Mather, William Maurice Mell, Geoffrey Morpeth, B.A. Cantab., Ernest William Johnston Nicholson, LL.B. Sheffield, Claude Desmond Openshaw, John Hamilton Piesse, William John Noel Plater, Harry Drake Popplewell, Basil Napier Ratcliff, Geoffrey Swinburne Raynes, Arthur Desmond Robinson, Beverley Robinson, Arthur Robson, Douglas Robson, Maurice Rubin, Robert Harcourt Scarr, Eric Searle, Edward Philip Shaw, B.A. Cantab., Peter Henry Sin, William Ewen Stabb, Vivian Steinart, B.A. Cantab., Francis Richard Stephen, George Herbert Swann, Charles Henry Thomas, George Price Thomas, James Harry Keith Thomson, John Trethowan, Philip Edward Oxenham Walter, B.A. Cantab., Andrew Waterworth, Ralph Yablon, LL.B. Leeds.

No. of Candidates, 236. Passed, 189.

[We much regret that owing to continued pressure on our space we are reluctantly compelled to hold over the following reports: The Law Society Annual Meeting, The Central Discharged Prisoners' Aid Society, Incorporated Justices' Clerks' Society, The Society of Public Teachers of Law.—ED., *Sol. J.*]

Legal Notes and News.

Honours and Appointments.

Mr. JAMES YATE JOHNSON, solicitor (Messrs. J. H. & J. Y. Johnson, 47 Lincoln's Inn Fields, W.C.2), has been elected Prime Warden of the Fishmongers' Company. Mr. Johnson was admitted in 1883.

Mr. HORACE C. SLIM, solicitor, Deputy Town Clerk of Smethwick, has been appointed Deputy Town Clerk of Hammersmith. Mr. Slim was admitted in 1925.

Mr. JOHN CHASTON, at present Clerk to the Wellingborough Urban District Council, succeeds Mr. John Bond, O.B.E., as Clerk and Legal Adviser to the Urban District Council of Kettering. Before taking up his present appointment Mr. Chaston was for many years Deputy Clerk of the Council at Kettering.

Mr. BOND has now taken on his appointment as Managing Director of the Municipal Mutual Insurance Co. Ltd.

Professional Announcements.

(2s. per line.)

Messrs. CLAPHAM FRASER & WILLIAMS, solicitors, 15, Devonshire-square, E.C.2, announce that they have, as from the 1st July, 1928, taken into partnership Mr. ALFRED GEORGE ALLCOCK, who has been associated with them for many years. The name of the firm will remain unchanged.

PLAIN ENGLISH WANTED.

"Do you mean adultery?" inquired Mr. Justice Hill in the Divorce Court recently, when counsel used the word "misconduct."

"I like to talk English in this court, and leave it to the newspapers to corrupt the language," he added.

WESTMINSTER BANK LIMITED.

The Directors of Westminster Bank Limited have declared an Interim Dividend of 10 per cent. for the half year ended 30th June on the £20 shares, and the maximum dividend of 6¼ per cent. on the £1 shares for the same period.

The dividends, 10s. per share and 1s. 3d. per share respectively (both less income tax) will be payable on the 1st August.

JAPANESE LAW AGAINST COMMUNISTS.

By twenty-four votes to five the Japanese Privy Council have approved the Cabinet's proposal for the issue of an Imperial Ordinance making the leaders of Communist movements liable to the death penalty. The Emperor was present throughout the discussions.

The new law—which was laid before the Privy Council (whose approval is necessary before an Ordinance can be submitted to the Emperor) by the Government on 14th June—makes the organisers and officials of societies seeking to subvert the Constitution liable to capital punishment or imprisonment for not less than five years. Members of organisations attacking the institution of private property will be liable, as under the existing law, to imprisonment for not exceeding ten years. The Government, which has been attacked on the ground that it should have proceeded by way of legislation and not by edict, based its action on the need to have an additional deterrent to Communist conspiracies in force before the Emperor's Coronation in November. The Privy Council in Japan consists of twenty-six members (all veteran statesmen), and, in addition, Cabinet Ministers have seats *ex officio*.

SHANGHAI LAW COURTS.

Much indignation has been caused in Shanghai by the treatment of Mr. H. Y. Loo [Lu Hsing-yuan], President of the Provisional Court of Shangahi, who has now been dismissed by the Kiangsu Provincial Government, Dr. Ho Shih-chung being appointed in his place. Last summer an attempt by politicians to supersede Mr. Loo by Miss Soumi Tcheng failed, Mr. Loo refusing to vacate his office until the charges against him were defined and investigated by an impartial tribunal. Mr. Loo is well known and recognised and respected as a lawyer of learning and experience—he is a barrister-at-law of the Inner Temple—and he has done much to purify the Provisional Court of its earlier political partisanship. The Consular Body is protesting strongly against his dismissal, which is regarded as a violation of the agreement under which the old Mixed Court was returned to the Chinese, and a devise to turn the court into a political institution. Ho Shih-chung is only twenty-three, he has had no legal experience, and his sole claim to distinction is that he was chairman of the Kuomintang Propaganda Bureau.

Mr. Edwin Leadam Hough, C.B.E., solicitor, of Rowantree-road, Enfield, N., formerly Senior Official Receiver in Bankruptcy, and at one time Official Receiver for the Carlisle District, died on 14th May, aged seventy-five, leaving estate of the gross value of £30,568. He gives £100 to Nurse Emma Marion Snider.

MIDLAND BANK LIMITED.

The Directors of the Midland Bank Limited announce an Interim Dividend for the half-year ended 30th June last at the rate of 18 per cent. per annum less income tax, payable on 14th July. The dividend for the corresponding period of 1927 was at the same rate.

Court Papers.

Supreme Court of Judicature.

Date.	Rota of Registrars in Attendance on Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday July16	Mr. Jolly	Mr. More	Mr. Hicks Beach	Mr. Bloxam
Tuesday .. 17	Hicks Beach	Ritchie	*Bloxam	More
Wednesday 18	Synge	Bloxam	*More	Hicks Beach
Thursday . 19	More	Jolly	*Hicks Beach	Bloxam
Friday 20	Ritchie	Hicks Beach	*Bloxam	More
Saturday .. 21	Bloxam	Synge	More	Hicks Beach
	Mr. Justice Maugham.	Mr. Justice Astbury.	Mr. Justice Tomlin.	Mr. Justice Clauson.
Monday July16	Mr. More	Mr. Ritchie	Mr. Synge	Mr. *Jolly
Tuesday .. 17	*Hicks Beach	*Synge	Jolly	Ritchie
Wednesday 18	Bloxam	*Jolly	Ritchie	*Synge
Thursday . 19	*More	*Ritchie	Synge	Jolly
Friday 20	Hicks Beach	Synge	Jolly	*Ritchie
Saturday .. 21	Bloxam	Jolly	Ritchie	Synge

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 26th July, 1928.

	Middle Price 11th July	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	86⅝	4	12	6	—		
Consols 2½%	56	4	8	6	—		
War Loan 5% 1929-47	101⅝	4	18	9	4	18	9
War Loan 4½% 1925-45	98	4	12	6	4	16	6
War Loan 4% (Tax free) 1929-42	100¾	4	0	0	4	0	0
Funding 4% Loan 1960-1990	90½	4	8	0	4	11	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94½	4	6	0	4	7	0
Conversion 4½% Loan 1940-44	98⅛	4	12	0	4	16	0
Conversion 3½% Loan 1961	78½	4	9	0	—		
Local Loans 3% Stock 1921 or after	65	4	12	0	—		
Bank Stock	264	4	11	0	—		
India 4½% 1950-55	93½	4	16	6	5	0	0
India 3½%	71½	4	18	0	—		
India 3%	61½	4	17	0	—		
Sudan 4½% 1939-73	96	4	14	0	4	17	0
Sudan 4% 1974	86	4	13	0	4	17	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	83	3	13	0	4	6	0
Colonial Securities.							
Canada 3% 1938	86	3	11	0	4	18	0
Cape of Good Hope 4% 1916-36	94	4	5	0	5	0	6
Cape of Good Hope 3½% 1929-49	81	4	7	0	5	0	0
Commonwealth of Australia 5% 1945-75	99	5	1	0	5	2	6
Gold Coast 4½% 1956	95	4	15	0	4	17	6
Jamaica 4½% 1941-71	95	4	15	0	4	18	6
Natal 4% 1937	94	4	5	0	5	0	0
New South Wales 4½% 1935-45	90	5	0	0	5	7	0
New South Wales 5% 1945-65	98	5	2	0	5	3	0
New Zealand 4½% 1945	97	4	13	0	4	17	6
New Zealand 5% 1946	103	4	17	0	4	16	6
Queensland 5% 1940-60	100	5	0	0	5	3	0
South Africa 5% 1945-75	102	4	18	0	5	0	0
South Australia 5% 1945-75	98	5	2	0	5	0	0
Tasmania 5% 1945-75	100xd	5	0	0	5	0	0
Victoria 5% 1945-75	98	5	2	0	5	0	0
West Australia 5% 1945-75	98	5	2	0	5	2	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	64	4	13	0	—		
Birmingham 5% 1946–56	104	4	16	6	4	16	0
Cardiff 5% 1945–65	103	4	17	0	4	18	0
Croydon 3% 1940–60	71	4	5	6	5	0	0
Hull 3½% 1925–55	77	4	11	0	5	0	0
Liverpool 3½% Redeemable at option of Corporation	75	4	13	6	5	0	0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	55	4	11	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4	12	6	—		
Manchester 3% on or after 1941	64	4	13	6	—		
Metropolitan Water Board 3% 'A' 1963–2003	66	4	12	0	4	17	0
Metropolitan Water Board 3% 'B' 1934–2003	67	4	9	6	4	15	6
Middlesex C. C. 3½% 1927–47	83	4	4	6	4	17	0
Newcastle 3½% Irredeemable	72	4	17	0	—		
Nottingham 3% Irredeemable	64	4	15	6	—		
Stockton 5% 1946–66	101	4	19	0	4	19	0
Wolverhampton 5% 1946–56	103	4	17	0	5	0	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	84	4	15	6	—		
Gt. Western Rly. 5% Rent Charge	102	4	17	6	—		
Gt. Western Rly. 5% Preference	95½	5	5	0	—		
L. & N. E. Rly. 4% Debenture	75	5	6	6	—		
L. & N. E. Rly. 4% Guaranteed	69¼	5	15	6	—		
L. & N. E. Rly 4% 1st Preference	57½	7	0	0	—		
L. Mid. & Scot. Rly. 4% Debenture	79	5	1	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed	77	5	4	0	—		
L. Mid. & Scot. Rly. 4% Preference	69¼	5	15	0	—		
Southern Railway 4% Debenture	79	5	1	0	—		
Southern Railway 5% Guaranteed	99½	5	0	6	—		
Southern Railway 5% Preference	89½	5	12	0	—		

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